



भारत का राजपत्र

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सं. ३] नई दिल्ली, जनवरी ९—जनवरी १५, २००५, शनिवार/पौष १९—पौष २५, १९२६

No. 3] NEW DELHI, JANUARY 9—JANUARY 15, 2005, SATURDAY/PAUSA 19—PAUSA 25, 1926

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड ३—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(राजस्व विभाग)

आदेश

नई दिल्ली, ४ जनवरी, २००५

स्टाम्प

का.आ. 123.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा ९ की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतदद्वारा उस शुल्क को माफ करती है जो कर्नाटक राज्य वित्त निगम बंगलौर द्वारा जारी किए गए मात्र इक्षासी करोड़ रुपये के समग्र मूल्य के प्रत्येक दस लाख रुपये के का.आ.वि.नि. असुरक्षित, कर्योग्य और विमोच्य बंधपत्रों २००४ के रूप में वर्णित वचनपत्रों के रूप में बंधपत्रों के साथ उक्त अधिनियम के तहत प्रभार्य है।

[सं. 1/2005/स्टाम्प/फा. सं. 33/50/2004-बि.क.]

आर. जी. छाबड़ा, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 4th January, 2005

STAMPS

S.O. 123.—In exercise of the powers conferred by clause (a) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government here by remits the duty with which the bonds in the nature of promissory notes described as KSFC Unsecured, taxable and redeemable bonds 2004 of rupees ten lakh each aggregating to rupees eighty one crore only issued by the Karnataka State Financial Corporation, Bangalore, are chargeable under the said Act.

[No. 1/2005/STAMP/F. No. 33/50/2004-ST]

R. G. CHHABRA, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 4 जनवरी, 2005

का.आ. 124.—राष्ट्रीयकृत बैंक, (प्रबंध एवं प्रकीर्ण उपबंध) योजना, 1980 के खंड 3 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा (3) के खंड (ड) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री मोहन सिंह सेखन, लिपिक, पंजाब एंड सिध बैंक को 4 जनवरी, 2005 से तीन वर्ष की अवधि के लिए अर्थवा उनके उत्तराधिकारी को नियुक्त होने तक अथवा पंजाब एंड सिध बैंक के कर्मकार कर्मचारी के रूप में उनकी सेवाएं समाप्त होने तक, जो भी पहले हो, पंजाब एंड सिध बैंक के निदेशक बोर्ड में कर्मकार कर्मचारी निदेशक के रूप में नियुक्त करती है।

[फा. सं. 15/9/2003-आई. आर.]

ए. थामस, अवर सचिव

(Department of Economic Affairs)**(BANKING DIVISION)**

New Delhi, the 4th January, 2005

S.O. 124.—In exercise of the powers conferred by clause (e) of the Sub-section 3 of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 read with Sub-clause (1) of Clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government hereby appoints Shri Mohan Singh Sekhon, Clerk, Punjab and Sind Bank as Workmen Employee Director on the Board of Directors of Punjab and Sind Bank for a period of three years with effect from 4th January, 2005 or until his successor is appointed or till he ceases to be a workman employee of Punjab and Sind Bank, whichever is earlier.

[F. No. 15/9/2003-IR]

A. THOMAS, Under Secy.

नई दिल्ली, 4 जनवरी, 2005

का.आ. 125.—राष्ट्रीयकृत बैंक, (प्रबंध एवं प्रकीर्ण उपबंध) योजना, 1970 के खंड 3 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (ड) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री वी. गुरुमूर्ति, विशेष सहायक, इलाहाबाद बैंक को 4 जनवरी, 2005 से तीन वर्ष की अवधि के लिए अथवा उनके उत्तराधिकारी को नियुक्त होने तक अथवा इलाहाबाद बैंक के कर्मकार कर्मचारी के रूप में उनकी सेवाएं समाप्त होने तक, जो भी पहले हो, इलाहाबाद बैंक के निदेशक बोर्ड में कर्मकार कर्मचारी निदेशक के रूप में नियुक्त करती है।

[फा. सं. 15/1/2004-आई. आर.]

ए. थामस, अवर सचिव

New Delhi, the 4th January, 2005

S.O. 125.—In exercise of the powers conferred by clause (e) of the Sub-section 3 of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with Sub-clause (1) of Clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints Shri V. Gurumurthy, Special Assistant, Allahabad Bank as Workmen Employee Director on the Board of Directors of Allahabad Bank for a period of three years with effect from 4th January, 2005 or until his successor is appointed or till he ceases to be a workman employee of Allahabad Bank, whichever is earlier.

[F. No. 15/1/2004-IR]

A. THOMAS, Under Secy.

विज्ञान और प्रौद्योगिकी मंत्रालय

(विज्ञान और प्रौद्योगिकी विभाग)

नई दिल्ली, 20 दिसम्बर, 2004

का.आ. 126.—1980 के श्री चित्रा तिरुनाल आयुर्विज्ञान एवं प्रौद्योगिकी संस्थान, त्रिवेन्द्रम अधिनियम संख्या 52 की धारा 5(ज) के उपबंधों के संदर्भ में निम्नलिखित लोक सभा सदस्यों का संस्थान के निकाय में सदस्य के रूप में कार्य करने हेतु चयन किया गया है :—

क्र. सं.	सदस्य का नाम	चयन की तारीख
(i)	श्री पी. के. वासुदेवन नायर	18 अगस्त, 2004
(ii)	श्री पी. सी. थामस	18 अगस्त, 2004
2.	चुने गए सदस्यों का कार्यकाल चयन की तारीख से 5 वर्ष के लिए होगा और सदन का सदस्य न रहने के साथ ही यह कार्यकाल भी समाप्त हो जाएगा।	
3.	उपर्युक्त सदस्यों की सदस्यता श्री चित्रा तिरुनाल आयुर्विज्ञान एवं प्रौद्योगिकी संस्थान, त्रिवेन्द्रम के संबंधित प्रावधानों के अंतर्गत होगी।	

[सं. एआई/एससीटी/08/2004]

शंभू सिंह, निदेशक

MINISTRY OF SCIENCE AND TECHNOLOGY**(Department of Science and Technology)**

New Delhi, the 20th December, 2004

S.O. 126.—In terms of the provisions of Section 5 (j) of the Sree Chitra Tirunal Institute of Medical Sciences and Technology, Trivandrum Act No. 52 of 1980, the following Members of the Lok Sabha have been elected to serve as Members on the body of the Institute :—

S. No.	Name of Member	Date of election
(i)	Shri P. K. Vasudevan Nair	18th August, 2004
(ii)	Shri P. C. Thomas	18th August, 2004

2. The term of office of elected Member, shall be five years from the date of election and the same shall come to an end as soon as he ceases to be Member of the House.

3. The membership of the above Members shall be subject to the relevant provisions of the SCTIMST, Trivandrum.

[No. AI/SCT/08/2004]

SHAMBHU SINGH, Director

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 27 दिसम्बर, 2004

का.आ. 127.—केन्द्रीय सरकार, भारतीय पत्तन स्वास्थ्य नियम, 1955 के नियम, 1957 के उपनियम, (6) के अनुसरण में और भारत सरकार के तत्कालीन स्वास्थ्य और परिवार नियोजन मंत्रालय की अधिसूचना संख्यांक एफ. 13-26/61-आई एच, तारीख 2 मई, 1967 को अधिकारांत करते हुए, यह निर्देश देती है कि मुम्बई, नवाशेवा, कोलकाता, कोचीन, कांदला, चेन्नई, विशाखापत्तनम, मारमगाव, और मंडपम कैम्प के पत्तनों पर कर मुक्त प्रमाण पत्र और कर मुक्त छूट प्रमाण पत्रों को जारी करने के लिए प्रभार्य फीस (कोचीन, कांदला, विशाखापत्तनम, मारमगाव, और मंडपम कैम्प तथा नवाशेवा पत्तनों पर इस समय कर मुक्त छूट प्रमाण पत्र जारी किए जाते हैं) वह होगी जो इसके नीचे अनुसूची में यथा विनिर्दिष्ट है :

“अनुसूची

भाग-I

निम्नलिखित के लिए प्रभारित की जाने वाली फीस के मानदंड—

- (क) पत्तन स्वास्थ्य संगठन से भिन्न किसी अधिकारण द्वारा कर मुक्त किए जाने के पश्चात् कर मुक्त प्रमाण पत्र अनुदत्त करना;
- (ख) कर मुक्त करने या कर मुक्त छूट प्रमाण पत्र के लिए आवश्यकता सुनिश्चित करने के लिए किसी जलयान का निरीक्षण :

 - (क) ऐसे जलयान के लिए जिसकी 1400 घनमीटर या उससे कम की घन क्षमता है 400 रु.
 - (ख) ऐसे जलयान के लिए जिसकी घन क्षमता 1401 से 2801 घनमीटर की है 450 रु.
 - (ग) ऐसे जलयान के लिए जिसकी घन क्षमता 2801 से 5700 घनमीटर की है 550 रु.
 - (घ) ऐसे जलयान के लिए जिसकी घन क्षमता 5701 से 8500 घनमीटर की है 600 रु.

- (ङ) ऐसे जलयान के लिए जिसकी घन क्षमता 8501 से 11300 घनमीटर की है 700 रु.
- (च) ऐसे जलयान के लिए जिसकी घन क्षमता 11,300 से 14,200 घनमीटर की है 800 रु.
- (छ) ऐसे प्रत्येक 2800 या उसके किसी भाग के लिए जो 14,200 घनमीटर से अधिक है 80 रु.
- (ज) प्रत्येक कार्य दिवस पर छह बजे अपराह्न और छह बजे पूर्वाह्न के बीच निरीक्षण प्रमाण पत्र जारी करने के लिए वहाँ भी जहाँ ऐसे घटे भागतः रविवार या सार्वजनिक अवकाश को और भागतः कार्य दिवस को पड़ते हैं 350 रु.

- (झ) रविवार या किसी सार्वजनिक अवकाश को निरीक्षण प्रमाण पत्र जारी करने के लिए 350 रु.

अतिरिक्त

टिप्पणी-1 : जलयानों के निरीक्षण के लिए विहित फीस में कोई कर मुक्त छूट प्रमाण पत्र जारी करने के लिए फीस भी सम्मिलित है।

टिप्पणी-2 : कर मुक्त करने के लिए प्रभार्य संबद्ध पोत परिवहन अधिकारणों द्वारा बहन किए जाएंगे। कर मुक्त प्रमाण पत्र के लिए फीस भाग-I में अधिकारितानुसार प्रभरित की जाएंगी।

भाग-II

यदि पत्तन स्वास्थ्य संगठन द्वारा विष ठहराव के द्वारा कर मुक्ति की गई है तो कर मुक्त छूट प्रमाण पत्र अनुदत्त करने के लिए प्रभारित किए जाने वाली फीस का मानदंड—

- (क) ऐसे जलयान के लिए जिसकी 8500 घनमीटर या उससे कम की घन क्षमता है 3500 रु.
- (ख) ऐसे जलयान के लिए जिसकी 8500 घनमीटर या उससे अधिक की घन क्षमता है 4000 रु.

भाग-III

तीन घंटे तक या उसके भाग के लिए कार्य करने के लिए अतिकाल फीस दो सौ रुपए (केवल दो सौ रुपए) होगी और यदि अतिकाल कार्य तीन घंटे से अधिक का है तो अतिकाल फीस का मानदंड प्रति घंटे या उसके भाग के लिए 30 रुपए (केवल तीस रुपए) दर पर होगा।

[फा. सं. एल-21021/28/2001-पीएच (आईएन्स)]

आर. के. गढ़वाल, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE**(Department of Health)**

New Delhi, the 27th December, 2004

S.O. 127.—In pursuance of sub-rule (6) of rule 57 of the Indian Port Health Rules, 1955 and in supersession of the notification of the Government of India, in the erstwhile Ministry of Health and Family Planning No. F. 13-26/61-IH dated the 2nd May, 1967, the Central Government hereby directs that the fees chargeable for the issue of Deratting Certificates and Deratting Exemption Certificates at the ports of Mumbai, Nava Sheva, Kolkata, Cochin, Kandla, Chennai, Vishakhapatnam, Marmagoa and Mandapam Camp shall be as specified in the Schedule hereunder (at the ports of Cochin, Kandla, Visakhapatnam, Marmagoa and Mandapam Camp and Nava Sheva only Deratting Exemption Certificate are issued at present), namely :—

“SCHEDULE**Part-I**

Scale of fees to be charged for—

- (a) the grant of Deratting Certificates after deratting by an agency other than the Port Health Organisation ;
- (b) inspection of a vessel to ascertain the need for deratting or Deratting Exemption Certificate :
 - (a) for a vessel having a cubic capacity of 1400 cubic metres or under Rs. 400
 - (b) for a vessel having a cubic capacity of 1401 to 2800 cubic metres Rs. 450
 - (c) for a vessel having a cubic capacity of 2801 to 5700 cubic metres Rs. 550
 - (d) for a vessel having a cubic capacity of 5701 to 8500 cubic metres Rs. 600
 - (e) for a vessel having a cubic capacity of 8501 to 11,300 cubic metres Rs. 700
 - (f) for a vessel having a cubic capacity of 11,300 to 14,200 cubic metres Rs. 800
 - (g) for every 2800 or part thereof in excess of 14,200 cubic metres Rs. 80 extra

- (h) for the issue of certificate of inspection, between 6 P.M. and 6 A.M. on any working day even where such period falls partly on Sunday or closed holiday and partly on a working day. Rs. 350 extra
- (i) for the issue of a certificate of inspection on a Sunday or a closed holiday Rs. 350 extra

Note—1 : The fee prescribed for the inspection of vessels includes fee for issue of a Deratting Exemption Certificate.

Note—2 : Charge for deratting will be borne by the concerned shipping agencies. The fee for Deratting Certificate shall be charged as laid down in part-I.

Part-II

Scale of fee to be charged for the grant of Deratting Exemption Certificate if the deratting has been carried out by the Port Health Organization by poison baiting :

- (a) for a vessel having a cubic capacity of 8500 cubic meters or less Rs. 3500
- (b) for a vessel having a cubic capacity of more than 8500 cubic metres. Rs. 4000

Part-III

The overtime fee for work up to three hours of part thereof will be Rs. 200 (Rupees two hundred only) and if the overtime work extends beyond three hours, the scale of overtime fee will be at the rate of Rs. 30 (Rupees Thirty only) per hour or a part thereof”.

[F. No. L-21021/28/2001-PH(IH)]

R. K. GATHWAL, Under Secy.

नई दिल्ली, 4 जनवरी, 2005

का.आ. 128.—दत्त चिकित्सक अधिनियम, 1948 (1948 का

16) की धारा 10 की उपधारा 2 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय दत्त चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करते हैं; नामतः

2. कुरुक्षेत्र विश्वविद्यालय, कुरुक्षेत्र से सम्बन्धित, दत्त चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 39 के साप्तने कालम 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां जोड़ी जाएंगी—

IV. महर्षि मारकण्डेश्वर दत्त चिकित्सा विज्ञान और अनुसंधान कालज, मुल्लाना (अम्बाला), हरियाणा :

(i) दंत शल्य चिकित्सा में स्नातक श्री डॉ एस. कुरुक्षेत्र (जब यह दिनांक 5-10-2004 को अथवा इसके बाद प्रदान की गई हो)।

[सं. वी-12017/4/2000-पी एम एस]

ए. के. सिंह, अवर सचिव

New Delhi, the 4th January, 2005

S. O. 128.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against Serial No. 39, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to Kurukshetra University, Kurukshetra, the following entries shall be inserted thereunder :—

IV. Maharishi Markandeshwar College of Dental Sciences & Research, Mullana (Ambala), Haryana

(i) Bachelor of Dental BDS. Kurukshetra Surgery
(When granted on or after 5-10-2004).

[No. V-12017/4/2000-PMS]

A. K. SINGH, Under Secy.

(No. 55 of 1994) the Central Government hereby appoints Shri P.S. Nair, Airport Director, Indira Gandhi International Airport to the post of Member (Personnel & Administration), Airports Authority of India (AAI), in the scale of pay of Rs. 25750-650-30950/- for a period of five years or till the date of his superannuation, or whichever is earlier.

[No. AV-24011/006/2003-AAI]

L. HAOKIP, Under Secy.

पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय

(पोत परिवहन विभाग)

नई दिल्ली, 23 दिसम्बर, 2004

का.आ. 130.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित 1987) के नियम 10 के उप-नियम 4 के अनुसरण में पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय, पोत परिवहन विभाग के प्रशासनिक नियंत्रण के अधीन निम्नलिखित कार्यालय में 80% से अधिक कर्मचारियों द्वारा हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लेने पर उसे एतद्वारा अधिसूचित करती है :—

टी एस चाणक्य
करावे नेरुल
नवी मुम्बई-400706

[फ. सं. ई-11011/1/2000-हिन्दी]

आर. के. जैन, संयुक्त सचिव

नागर विमानन मंत्रालय

(एएआई अनुभाग)

नई दिल्ली, 9 दिसम्बर, 2004

का.आ. 129.—भारतीय विमानपत्रन प्राधिकरण अधिनियम, 1994 (1994 की संख्या 55) के खंड 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार श्री पी.एस. नैयर, हवाई अड्डा निदेशक, इंदिरा गांधी अंतर्राष्ट्रीय हवाई अड्डा, को पांच वर्ष अथवा उनकी सेवानिवृत्ति की तिथि जो भी पहले हो, तक रु. 25750-650-30950/- के वेतनमान में सदस्य (कार्मिक एवं प्रशासन), भारतीय विमानपत्रन प्राधिकरण के पद पर नियुक्त करती है।

[सं. एवी-24011/006/2003-एएआई]

एल. हौकिप, अवर सचिव

MINISTRY OF CIVIL AVIATION

(AAI SECTION)

New Delhi, the 9th December, 2004

S. O. 129.—In exercise of the powers conferred by Section 3 of the Airports Authority of India Act, 1994

MINISTRY OF SHIPPING, ROAD TRANSPORT AND HIGHWAYS

(Department of Shipping)

New Delhi, the 23rd December, 2004

S. O. 130.—In pursuance of sub-rule (4) of the Rule 10 of the Official Language (Use for the Official Purpose of the Union) Rules, 1976 (as amended 1987), the Central Government hereby notifies the following office under the administrative control of the Ministry of Shipping, Road Transport and Highways, Department of Shipping, more than 80% of the staff of which have acquired working knowledge of Hindi :—

T S Chanakya,
Karave Nerul,
Navi Mumbai-400706

[F. No. E-11011/1/2000-Hindi]

R. K. JAIN, Jr. Secy.

रेल मंत्रालय
(रेलवे बोर्ड)
नई दिल्ली, 16 दिसम्बर, 2004

का.आ. 131.—रेल मंत्रालय (रेलवे बोर्ड), राजभाषा नियम, 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम 10 के उप-नियम (2) और (4) के अनुसरण में उत्तर मध्य रेलवे के महाप्रबंधक कार्यालय, इलाहाबाद एवं मुख्य कारखाना प्रबंधक कार्यालय, रेल स्प्रिंग कारखाना, सिथौली, ग्वालियर तथा दक्षिण पूर्व रेलवे के बोकारो स्टील सिटी रेलवे स्टेशन को, जहां 80% से अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करता है।

[सं. हिंदी-2003/रा. भा. 1/12/3 पार्ट]

वी. एन. माथुर, सचिव

MINISTRY OF RAILWAYS (RAILWAY BOARD)

New Delhi, the 16th December, 2004

S.O. 131.—Ministry of Railways (Railway Board), in pursuance of sub-rule (2) and (4) of Rule 10 of the Official Language Rules, 1976 (Use for the Official Purposes of the Union) hereby notify the G.M. Office, North-Central Railway, Allahabad and Office of the Chief Workshop Manager, Rail Spring Workshop, Sithouli, Gwalior of North-Central Railway and Bokaro Steel City Railway Station of South Eastern Railway, where 80% or more Officers/Employees have acquired the working knowledge of Hindi.

[No. Hindi-2003/O.L. 1/12/3 Part]

V. N. MATHUR, Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 29 दिसम्बर, 2004

का.आ. 132.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि	स्थापित तिथि
(1)	(2)	(3)	(4)	(1)	(2)
1.	13382 : 2004 पानी, गैस और मलजल की दाढ़ पाइप लाइनों की दाढ़ पाइप	13382 : 1992 पानी, गैस और मलजल की दाढ़ पाइप	28-02-2005	13382 : 1992 Cast iron specials for mechanical and push-on flexible joints for pressure pipe lines for water, gas and sewage—Specification (First Revision)	28-02-2005 Cast iron specials for mechanical and push-on flexible joints for pressure pipe lines for water, gas and sewage—Specification

(2) (3)

के यांत्रिक और पुश—
आन नम्ब जोड़ों के घटक—
विशिष्टि
(पहला पुनरीक्षण)

लाइनों के यांत्रिक
और पुश—आन नम्ब
जोड़ों के घटक—
विशिष्टि
इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पुणे तथा तिरुवनंतपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एमटीडी 6/टी-79],

एस. दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक(तक-1)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 29th December, 2004

S.O. 132.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & year of Indian Standards Established	No. & year of Indian Standards if any. Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	13382 : 2004 Cast iron specials for mechanical and push-on flexible joints for pressure pipe lines for water, gas and sewage—Specification (First Revision)	13382 : 1992 Cast iron specials for mechanical and push-on flexible joints for pressure pipe lines for water, gas and sewage—Specification	28-02-2005

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhawan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. MTD 6/T-79]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech. I)

नई दिल्ली, 29 दिसम्बर, 2004

का.आ. 133.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	12235 : (भाग 1 से 19) : 2004 'थर्मोप्लास्टिक पाइप व फिटिंग्स-जाँच के तरीके'	आई एस 12235 : (भाग 1 से 11) : 1986	31-10-2004

इस भारतीय मानक की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पुणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सीईडी/गजट],

एस.दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक(तक-1)

New Delhi, the 29th December, 2004

S.O. 133.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and year of the Indian Standards Established	No. and year of Indian Standards if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 12235 : (Parts 1 to 19) : 2004 'Thermoplastic Pipes and Fittings-Methods of Test'	IS 12235 : (Part 1 to 11) : 1986	31-10-2004

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CED/Gazette]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech. I)

नई दिल्ली, 29 दिसम्बर, 2004

का.आ. 134.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)

1.	आई एस 3413 : 2004 कार्बन पेपर का आधार कागज- विशिष्टि : (दूसरा पुनरीक्षण)	—	30-11-2004
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इस भारतीय मानक की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सीएचडी 15/टी-3413],

एस.दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक(तक-1)

New Delhi, the 29th December, 2004

S.O. 134.—In pursuance of clause (b) of sub-rule (1) of Rule (7) of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the

Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and title of the Indian Standards Established	No. and year of Indian Standards if any, Superseded by the New Indian Standards	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 3413 : 2004 Base Paper For Carbon Paper— Specification (Second Revision)	—	30 November 2004

Copy to these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CHD 15/T-3413]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech. I)

नई दिल्ली, 29 दिसम्बर, 2004

का.आ. 135.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम सं.	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और वर्ष	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई.एस 13798 : 1993 पालियूरेशेन पद्धति के लिए नाइफिंग फिलर (दो पैक) विशिष्टि	संशोधन संख्या 2 नवम्बर 2004	30 नवम्बर 2004

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सीएचडी 20/टी-13798]

एस.दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक(तक-1)

New Delhi, the 29th December, 2004

S.O. 135.—In pursuance of clause (b) of sub-rule

(1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendments to the Indian Standards, particulars of which given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and title of the Indian Standards	No. and year of Amendment	Date of Established
(1)	(2)	(3)	(4)
1.	IS 13798 : 1993 Knifing Filler (Two Pack) For Polyurethane System-Specification	Amendment No. 2, Nov. 2004	30 November, 2004

Copy to these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CHD 20/T-13798]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech. I)

नई दिल्ली, 29 दिसम्बर, 2004

का.आ. 136.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित संख्या वर्ष और शीर्षक	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई.एस 8662 : 2004 इनेमल संश्लेषित बाहरी सतह पर प्रयुक्त रेल के डिब्बों के (क) अधलेपन (ख) परिस्ज्ञा के लिए — विशिष्टि (दूसरा पुनरीक्षण)	—	31 अक्टूबर, 2004

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित संख्या वर्ष और शीर्षक	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई.एस 8662 : 2004 इनेमल संश्लेषित बाहरी सतह पर प्रयुक्त रेल के डिब्बों के (क) अधलेपन (ख) परिस्ज्ञा के लिए — विशिष्टि (दूसरा पुनरीक्षण)	—	31 अक्टूबर, 2004

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पुणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सीएचडी 20/आईएस-8662]

एस.दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक(तक-I)

New Delhi, the 29th December, 2004

S.O. 136.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and title of the Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standards	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 8662 : 2004 Enamel. Synthetic Exterior : (a) Undercoating (b) Finishing for Railway Coaches— Specification (Second Revision)	—	31 October 2004

Copy to these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CHD 20/IS-8662]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech. I)

नई दिल्ली, 29 दिसम्बर, 2004

का. आ. 137.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची	
क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक
(1)	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानकों, यदि कोई हो, की संख्या और वर्ष
(2)	(3)
(4)	

1.	आई एस 15495 : 2004 खाद्य पैकेजिंग के लिए मुद्रण स्थान—शैति संहिता	—	31 अक्टूबर 2004
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इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, नागपुर, पूणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सीएचडी 14/आईएस-15495]
एस.दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक(तक-I)

New Delhi, the 29th December, 2004

S.O. 137.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and title of the Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standards	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 15495 : 2004 Printing Ink for food packaging— Code of Practice	—	31 October 2004

Copy to these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CHD 14/IS-15495]
S. DAS GUPTA, Scientist 'F' Director General. (Tech. I)

नई दिल्ली, 29 दिसम्बर, 2004

का. आ. 138.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वाग्रा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 14529 : 2004 फैरोसिलिकान-मैग्नी-मियम जिम्प्रथातु का रामायान्त्रिक विश्लेषण (पहला पुनराक्षण)	आई एस 14529 (पार्ट 2) : 1998 फेरो-सिलिकान-मैग्नीसियम मिश्रधातु का रासायनिक विश्लेषण भाग 2 कैल्सियम एवं मैग्नीसियम का निर्धारण	अक्टूबर 2004

इस भारतीय मानक की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, ९ बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों, नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एमटीडी 5/टी-33]

एस. दास गुप्ता, वैज्ञानिक 'एफ' उप निदेशक (तक.-I)

New Delhi, the 29th December, 2004

S.O. 138.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. & year of Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standards	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 14529 : 2004 Chemical analysis of ferrosilicon-magnesium alloy (First Revision)	IS 14529 (Part 2) : 1998 Chemical analysis of ferro-silicon magnesium alloy Part 2—Determination of calcium and magnesium	October 2004

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. MTD 5/T-33]

S. DAS GUPTA, Scientist 'F' Dy. Director Genl. (Tech. I)

नई दिल्ली, 29 दिसम्बर, 2004

का. आ. 138.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वाग्रा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 15508 : 2004 इस्पात संयंत्रों में प्रयुक्त क्षारीय गर्निंग—विशिष्टि	—	अक्टूबर 2004

इस भारतीय मानक की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, ९ बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एमटीडी 15/टी-134]

एस. दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक (तक.-I)

New Delhi, the 29th December, 2004

S.O. 139.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No. and year of the No. Indian Standards Established	No. and year of Indian Standards, Established if any Superseded by the New Indian Standard	Date of (4)
(1)	(2)	(3)
1. IS 15508 : 2004 Refractory mass (Basic gunning). for steel plant application	—	October 2004

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhava, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, and Thiruvananthapuram.

[No. MTD 15/T-134]

S. DAS GUPTA, Scientist 'F' Dy. Director Genl. (Tech. -I)

नई दिल्ली, 29 दिसम्बर, 2004

का. आ. 140.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये मानक द्वारा अतिक्रमित भारतीय मानक संख्या वर्ष और शीर्षक	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 1473 : 2004 मैंगनीज अयस्क रासायनिक विश्लेषण को पद्धतियाँ (पहला पुनरीक्षण)	आई एस 1473 1960 मैंगनीज अयस्क रासायनिक विश्लेषण की पद्धतियाँ	अक्टूबर 2004

इस भारतीय मानक की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी,

हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, सुगे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एमटीडी 29/टी-26]

एस. दास गुप्ता, वैज्ञानिक 'एफ' रूप महानिदेशक (तक.-I)

New Delhi, the 29th December, 2004

S.O. 140.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No. and year of the No. Indian Standards Established	No. and year of Indian Standards, Established if any, superseded by the New Indian Standards	Date of (4)
(1)	(2)	(3)
1. IS 1473 : 2004 Methods of Chemical Analysis of manganese ores (First Revision)	IS 1473 : 1960— Methods of Chemical Analysis of Manganese ores	October 2004

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune Thiruvananthapuram.

[No. MTD 29/T-26]

S. DAS GUPTA, Scientist 'F' Dy. Director Genl. (Tech. -I)

नई दिल्ली, 29 दिसम्बर, 2004

का. आ. 141.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक संख्या वर्ष और शीर्षक	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 15507: 2004 इस्मात संयंत्रों में प्रयुक्त टंडिश के लिए क्षारीय उष्माशोधित लेपन सामग्री-विशिष्टि	—	अक्टूबर 2004

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चैन्सी, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एमटीडी/5 टी-134]

एस. दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक (तक-1)

New Delhi, the 29th December, 2004

S.O. 141.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and year of Indian Standards Established	No. and year of Indian Standards, if any, superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 15507 : 2004 Basic insulating coating material for application in tundish used in steel plants—Specification	—	October 2004

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. MTD 15/T-134]

S. DAS GUPTA, Scientist 'F' Dy. Director Genl. (Tech. I)

नई दिल्ली, 29 दिसम्बर, 2004

का.आ. 142.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक	स्थापित तिथि
1.	आई एस 3738 : 2004 रबड़ के जूते—विशिष्ट (तीसरा पुनरीक्षण)	—	31-10-2004

(1)	(2)	(3)	(4)
1.	आई एस 3738 : 2004 रबड़ के जूते—विशिष्ट (तीसरा पुनरीक्षण)	—	31-10-2004

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चैन्सी, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सी एच डी 19/आई एस-3738]

एस. दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक (तक.-1)

New Delhi, the 29th December, 2004

S.O. 142.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and title of the Indian Standards Established	No. & year of Indian Standards, if any, superseded by the New Indian Standards	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 3738 : 2004 Rubber Boots—Specification (Third Revision)	—	31-10-2004

Copy of this Standard is available for sale with the Bureau of Indian Standards. Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, and Thiruvananthapuram.

[No. CHD /19/IS-3738]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech-I)

नई दिल्ली, 29 दिसम्बर, 2004

का.आ. 143.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	15498 : 2004 कम ऊँचाई वाले आवास और अन्य भवनों/निर्माणों की चक्रवाती प्रतिरोधिता को बेहतर बनाने की मार्गदर्शिका	—	31-10-2004

इस भारतीय मानक की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सी ई डी /गजट]

एस. दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक (तक-1)

New Delhi, the 29th December, 2004

S. O. 143.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and year of the Indian Standards Established	No. & year of Indian Standards if any, superseded by the New Indian Standards	Date of Established
(1)	(2)	(3)	(4)
1.	IS 15498 : 2004 Guidelines for improving the cyclonic resistance of low rise houses and other buildings/structures	—	31-10-2004

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore-Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CED/Gazette]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech-I)

नई दिल्ली, 29 दिसम्बर, 2004

का.आ. 144.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 220 : 1988-फाउटेन पैन की स्थाही -फैरो गैले टैनेट (0.1 प्रतिशत लौह अंश)-विशिष्टि (तृतीय पुनरीक्षण)	संशोधन की संख्या 1, नवम्बर 2004	31 जनवरी 2005

इन संशोधनों की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सी एच डी 14/आई एस-220]

एस. दास गुप्ता, वैज्ञानिक 'एफ' उप-महानिदेशक (तक.-I)

New Delhi, the 29th December, 2004

S. O. 144.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No., and title of the Indian Standards	No. and year of the amend- ment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 220 : 1988 Specification for Fountain pen ink-ferro- gallu tannate (0.1 per cent Iron content) (Third revision)	Amendment No. 1, November 2004	31-01-2005

Copy to these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CHD 14/IS-220]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech.-I)

नई दिल्ली, 29 दिसम्बर, 2004

का.आ. 145.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम सं.	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 8984 : 1978-127, 120 और 620 रोल फिल्म, बैंकिंग पेपर और फिल्म स्पूल के आवामों-विशिष्टि	संशोधन की संख्या 1, नवम्बर 2004	30 नवम्बर, 2004

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सी एच डी 1/आई एस-8984]

एस. दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक (तक्ष.-I)

New Delhi, the 29th December, 2004

S.O. 145.—In pursuance of clause (b) of sub-rule

(1) of Rule 7 of Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No., and title of the Indian Standards	No. and year of the amend- ment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 8984 : 1978 Dimensions of 127, 120 and 620 roll film, backing paper and film spools	Amendment No. 1, November 2004	30-11-2004

Copy to these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CHD 1/IS-8984]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech.-I)

नई दिल्ली, 29 दिसम्बर, 2004

का.आ. 146.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम सं.	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 2694 : 1993-स्कूल चाक, संचकित, सफेद- विशिष्टि	संशोधन की संख्या 2, नवम्बर 2004	30 नवम्बर, 2004

इन संशोधनों की प्रतियाँ भारतीय मानक ब्लूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सी एच डी 14/आई एस-2694]

एस. दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक (तक.-I)

New Delhi, the 29th December, 2004

S. O. 146.—In pursuance of clause (b) of Sub-rule (1) of Rules (1) of Rule 7 of Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. & Title of the Indian Standards	No. and year of the amend- ment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 2694 : 1963 Specification for school chalks moulded; white	Amendment No. 2. November 2004	30-11-04

Copy to these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CHD 14/IS-2694]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech-I)

नई दिल्ली, 29 दिसम्बर, 2004

का.आ. 147.—भारतीय मानक ब्लूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्लूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गये हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक स्थापित तिथि द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हों, की संख्या और वर्ष
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(1)	(2)	(3)	(4)
1.	आई एस 11245 : 2004-वातिल सिलिंडर क्रय विशिष्टि (पहला पुनरीक्षण)	—	नवम्बर 2004

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्लूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों, नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों, अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एमजीपी 14/आई एस-11245:2004]

एस. दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक (तक.-I)

New Delhi, the 29th December, 2004

S. O. 147.—In pursuance of clause (b) of Sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. and year of Indian Standards if any. Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 11245 : 2004 Pneumatic cylinders— Purchase specification (First Revision)	—	November 2004

Copy of this Standard available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. MGP 14/IS 11245:2004]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech-I)

नई दिल्ली, 29 दिसम्बर, 2004

का.आ. 148.—भारतीय मानक व्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गये हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1.	आई एस 11698 (भाग 1): 2004 आई.एस.ओ. मीनियचर पैंच चूड़ियाँ-भाग 1 आधारभूत प्रोफायल (पहला पुनरीक्षण)	—	नवम्बर 2004

(1)	(2)	(3)	(4)
1.	आई एस 11698 (भाग 1): 2004 आई.एस.ओ. मीनियचर पैंच चूड़ियाँ-भाग 1 आधारभूत प्रोफायल (पहला पुनरीक्षण)	—	नवम्बर 2004

इस भारतीय मानक की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एमजीपी 20/आई एस-11698(भाग 1) : 2004]

एस. दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक (तक.-I)

New Delhi, the 29th December, 2004

S. O. 148.—In pursuance of clause (b) of Sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
I.	IS 11698 (Part 1): 2004 ISO Miniature screw threads-Part 1 Basic Profiles (First Revision)	—	November 2004

Copy of this Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. MGP 20/IS-11698(Part 1) : 2004]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech-I)

नई दिल्ली, 29 दिसम्बर, 2004

का.आ. 149.—भारतीय मानक व्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गये हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1.	—	—	—

(1)	(2)	(3)	(4)
1.	12820:2004 पानी गैस तथा मलजल ले जाने के लिए लोहे के ढलवाँ पाइपों और फिटिंगों के साथ प्रयुक्त यांत्रिक जोड़ें और पुश-आन के लिए रबड़ गास्केटों की आया-मीय अपेक्षाएँ (पहला पुनरीक्षण)	12820:1989 पानी गैस तथा मलजल ले जाने के लिए लोहे के ढलवाँ पाइपों और फिटिंगों के साथ प्रयुक्त यांत्रिक जोड़ें और पुश-आन के लिए रबड़ गास्केटों की आया-मीय अपेक्षाएँ	नवम्बर 2004

इस भारतीय मानक की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, ९ बहादुर शाह जफर मार्ग, नई दिल्ली-११०००२, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूजे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एमटीडी ६/टी-७१]

एस. दास गुप्ता, वैज्ञानिक 'एफ' उपमहानिदेशक (तक.-I)

New Delhi, the 29th December, 2004

S. O. 149.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	12820:2004— Dimensional requirements of rubber gaskets for mechanical joints and push-on joints for use with cast iron pipes and fittings for carrying water, gas and sewage (First Revision)	12820:1989 Dimensional requirements of rubber gaskets for mechanical joints and push-on joints for use with cast iron pipes and fittings for carrying water, gas and sewage	November 2004

Copy of this Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. MTD 6/T-71]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech.-I)

नई दिल्ली, २९ दिसम्बर, २००४

का.आ. 150.—भारतीय मानक व्यूरो नियम 1987 के नियम ७ के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए वे स्थापित हो गये हैं :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(ों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक, अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	4260:2004— फेरोटिक इस्पात में बट वेल्ड के पराश्रव्य परीक्षण को अनुशंसित रीति (तीसरा पुनरोक्षण)	4260:1986 फेरोटिक इस्पात में बट वेल्ड के पराश्रव्य परीक्षण को अनुशंसित रीति (दूसरा पुनरोक्षण)	नवम्बर 2004

इस भारतीय मानक की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, ९ बहादुर शाह जफर मार्ग, नई दिल्ली-११०००२, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूजे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एमटीडी २१/टी-१४]

एस. दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक (तक.-I)

New Delhi, the 29th December, 2004

S. O. 150.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	4260:2004— Recommended practice for ultrasonic testing of butt welds in ferritic steel (Third Revision)	4260:1986 Recommended practice for ultrasonic testing of butt welds in ferritic steel (Second Revision)	November 2004

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. MTD 21/T-14]

* S. DAS GUPTA, Scientist 'F' Dy. Director General
(Tech.-I)

नई दिल्ली, 29 दिसम्बर, 2004

का.आ. 151.—भारतीय मानक व्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतदद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए वे स्थापित हो गये हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	15531:2004 वेल्डफिलेट के अरेखीय जोड़ों के पराभव्य परीक्षण हेतु अनुशंसित रीति	—	नवम्बर 2004

इस भारतीय मानक की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9, वहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एमटीडी 21/टी-56]

एस. दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक (तक.-I)

New Delhi, the 29th December, 2004

S. O. 151.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	15531:2004 Recommended practice for ultrasonic testing of weld fillets of non-linear joints.	—	November 2004

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. MTD 21/T-56]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech.-I)

कोयला मंत्रालय

शुद्धि-पत्र

नई दिल्ली, 24 दिसम्बर, 2004

का. आ. 152.—भारत के राजपत्र तारीख 9 अक्टूबर, 2004 के भाग II, खंड 3, उपखंड (ii) में पृष्ठ क्रमांक 5938 से 5940 पर प्रकाशित भारत सरकार, कोयला मंत्रालय की अधिसूचना का.आ. 2514 तारीख 30 सितम्बर, 2004 में :—

पृष्ठ 5938 पर, अधिसूचना में,

पंक्ति 4, "भाग 2, खंड 3, उपखंड (त)" के स्थान पर "भाग 2, खंड 3, उपखंड (ii)" पढ़ें।

पंक्ति 20, "अधीन अपने आने वाले" के स्थान पर "अधीन आने वाले" पढ़ें।

पंक्ति 22, "कोरेबा (छत्तीसगढ़)" के स्थान पर "कोरबा (छत्तीसगढ़)" पढ़ें।

पृष्ठ 5939 पर, अनुसूची में,

पंक्ति 2, "कोरेबा क्षेत्र" के स्थान पर "कोरबा क्षेत्र" पढ़ें। तालिका के नीचे, सीमा वर्णन के ऊपर,

(1) ग्राम अभयपुर (भाग) में अर्जित किए गये प्लाट संख्या :—

1 (भाग), 34 (भाग),

(2) ग्राम डेलवाडीह (भाग) में अर्जित किए गये प्लाट संख्याः—

78/1 (भाग), 134, 135, 136 (भाग), 137 (भाग), 138 (भाग), 139 से 160, 161 (भाग), 190 (भाग), 192 (भाग), 193 से 196, 197 (भाग), 198 (भाग), 199 (भाग)" पढ़ें।

ब्लाक "ख", तालिका में, ग्राम का नाम स्वंभ के नीचे,

क्रम संख्या 1, "अभ्यपुर" के स्थान पर "डेलवाडीह" पढ़ें।

क्रम संख्या 2, "डेलवाडीह" के स्थान पर "ठबठब" पढ़ें।

क्रम संख्या 3, "डेलवाडीह" के स्थान पर "अदा" पढ़ें।

[फा. सं. 43015/13/2002-पीआरआईडब्ल्यू]

बी. के. पण्डा, निदेशक

पैट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 10 जनवरी, 2005

का.आ. 153.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्य प्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजावासन तक पैट्रोलियम उत्पादों के परिवहन के लिए भारत पैट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पैट्रोलियम और खजिन पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50), की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री बी.पी. पाठक, सक्षम प्राधिकारी, मुम्बई-मांगल्या पाइपलाइन विस्तार परियोजना, भारत पैट्रोलियम कारपोरेशन लिमिटेड, एम.बी.-7, महाश्वेता नगर, महेन्द्र भटनागर मार्ग, उज्जैन-456010 (मध्य प्रदेश) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : आगर जिला : शाजापुर राज्य : मध्य प्रदेश

क्र. ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हैक्टेयर में	
सं.			
1	2	3	4
1. रनायरा राठौर	620 (शा. भूमि)	0.8217	
	627	0.1214	
	626	0.0111	
	629	0.0102	

1	2	3	4
1.	रनायरा राठौर (आरी)	628	0.0646
		642	0.3519
		643	0.3216
		644	0.2999
		780	0.1801
		779	0.0167
		783	0.0645
		784	0.0518
		793	0.1361
		806	0.1866
		799	0.0326
		798	0.0434
		797	0.0150
		800	0.1194
		801	0.0903
		825	0.1315
		828	0.0959
		829	0.3537
		821 (शा. भूमि)	0.0292
		796	0.0210
2.	भीमपुरा	110 (शा. भूमि)	0.1687
		112	0.1284
		108	0.0254
		107	0.2663
		122	0.0888
		126	0.0433
		105	0.0105
		104	0.0791
		103	0.0778
		102	0.0763
		100	0.0917
		99	0.0491
		188	0.1503
		98	0.0102
		189 (शा. भूमि)	0.4448
		208	0.1281
		206 (शा. भूमि)	0.0131
		204	0.1432
		205	0.0589
		203	0.0387
		202 (शा. नाला)	0.0417
		201	0.0754
		460	0.0768
		459	0.0380
		493	0.0545

1	2	3	4	1	2	3	4
2.	भीमपुरा (जारी)	492	0.3221	3.	लक्ष्मणखेड़ी (जारी)	360	0.0364
	491 (शा. भूमि)	0.0921			361	0.0449	
	498	0.1870			362 (शा. भूमि)	0.0118	
	499	0.0100			351	0.0630	
	502	0.0204			349	0.0908	
	503	0.1531			350	0.0507	
	508 (शा. नाला)	0.0268			347	0.1401	
	510 (शा. भूमि)	0.0773			459	0.2000	
	111 (शा. भूमि)	0.0060			457	0.0309	
3.	लक्ष्मणखेड़ी	114	0.0220			458	0.1421
		115	0.1181			448	0.2889
		116/482	0.1188			467	0.0613
		117	0.0924			473	0.2255
		118	0.0806			329	0.0800
		119	0.0377			166/483	0.0600
		130	0.1783			144	0.0110
		129	0.0234			163	0.0115
		132	0.0337			469 (शा. नाला)	0.0162
		137	0.0277			472	0.0900
		136	0.0637			161	0.0100
		140	0.0404			168	0.0200
		156 (शा. नाला)	0.1084			171	0.0200
		142	0.0491			352	0.0100
		202 (शा. भूमि)	0.0284	4.	जैतपुरा	466	0.0100
		143	0.0301			12	0.1197
		184 (शा. नाला)	0.0174			23	0.0787
		183 (शा. भूमि)	0.0123			22 (शा. भूमि)	0.2159
		164 (शा. भूमि)	0.0159			32 (शा. नाला)	0.0300
		182 (शा. भूमि)	0.0151			33 (शा. भूमि)	0.0128
		165 (शा. भूमि)	0.0379			34 (शा. भूमि)	0.2788
		181	0.0547			45 (शा. भूमि)	0.2902
		166	0.0616			डब्ल्यू. बी.एम. (शा. सड़क)	0.0271
		167	0.0290			43	0.1901
		160	0.0200			42	0.1664
		169	0.0231			39	0.0594
		170	0.0396	5.	गांगडा बुजुर्ग	41	0.0921
		330	0.0310			44	0.0100
		331 नदी	0.0355			11	0.0100
		356	0.0531			3	0.0420
		354	0.0305			4	0.0825
		355 (शा. नाला)	0.0912			9	0.0179
		357	0.0564			8	0.0381
		358	0.0471			7	0.2498
		359	0.0441			17	0.0014
						6	0.0690
						18	0.0795
						1 (शा. भूमि)	0.0150

1	2	3	4	1	2	3	4
6.	गांगड़ा हट्टा	1	0.1133	8.	भ्याना (जारी)	382	0.677
7.	भांदपा	1261 (शा. नाला)	0.0451			385	0.1207
		1249	0.1740			386	0.0400
		1256	0.0105		581 (शा. नाला)	0.0186	
		1254	0.2081			585	0.0857
		1335 (शा. रास्ता)	0.0221			586	0.0901
		1336	0.1063			587	0.1628
		1334	0.0148		602 (शा. रास्ता)	0.0987	
		1342	0.1622			361	0.1841
		1343	0.0132			360	0.0255
		1341	0.0141		358 (शा. भूमि)	0.0255	
		1346	0.0740		359 (शा. भूमि)	0.2763	
		1323	0.1130		603 (शा. रास्ता)	0.0277	
		1322	0.1095		719 (शा. भूमि)	0.6581	
		1320 (शा. भूमि)	0.0956			716	0.0677
		1319	0.1531			745	0.1635
		1318	0.0134			744	0.1883
		1317	0.0146			781	0.793
		1444	0.1976			780	0.1131
		1443	0.1075			779	0.0649
		1442	0.1664			785	0.2407
		1440	0.0891			778	0.0316
		1382 (शा. रास्ता)	0.0100			777	0.0179
8.	भ्याना	230 (शा. नाला)	0.0486			776	0.0241
		272	0.2618			775	0.0290
		274	0.3976			786	0.0159
		279	0.1944			787	0.0187
		314	0.1559			788	0.1585
		286	0.1018			790	0.0131
		287 (शा. भूमि)	0.1979			789	0.0224
		310	0.0177		791 (शा. नाला)	0.0413	
		308	0.1834		803 (शा. भूमि)	0.0102	
		320	0.0410			802	0.2360
		306	0.0598		805 (शा. भूमि)	0.2037	
		323	0.1349			808	0.2032
		396	0.0215			816	0.1642
		392	0.1090			814	0.0884
		394	0.1338			822	0.2043
		390 (शा. नाला)	0.0187		823 (शा. नाला)	0.0611	
		379	0.0149		806 (शा. भूमि)	0.0120	
		380	0.0276		717 (शा. भूमि)	0.0100	
		381	0.0276				

1	2	3	4	1	2	3	4
8.	भ्याना (जारी)	718 (शा. भूमि)	0.0100	11.	परसुखेड़ी (जारी-)	143	0.0173
		833	0.2100			244 (शा. भूमि)	0.0344
		834	0.0100			245	0.0701
		801	0.0100			246	0.1678
9.	जामुनिया	288	0.2077			242	0.0105
		318	0.2977			299	0.1013
		315	0.2779			298	0.1876
		319	0.0451			296	0.0367
		320	0.1231			295	0.0127
		326	0.3061			309 (शा. नाला)	0.0561
		327 (शा. भूमि)	0.1636			310	0.0848
		332	0.5112			348	0.0299
		334	0.0394			349 (शा. रास्ता)	0.0533
		341 (शा. नाला)	0.0347			378 (शा. भूमि)	0.0360
10.	सेमली	374	0.1762			369 (शा. भूमि)	0.0110
		381	0.1141			374	0.0155
		382	0.0457			376	0.0119
		384	0.0812			377 (शा. भूमि)	0.0312
		383	0.0503			379	0.1512
		351 (शा. रास्ता)	0.0300			380	0.7200
		505 (शा. भूमि)	0.0930			381 (शा. भूमि)	0.0311
		506 (शा. भूमि)	0.1557			664 (शा. भूमि)	0.2546
		509 (शा. भूमि)	0.1556			499	0.0465
11.	परसुखेड़ी	77	0.2760			501 (शा. भूमि)	0.0844
		76 (शा. भूमि)	0.2820			500	0.0119
		93	0.0550			506 (शा. भूमि)	0.0564
		103 (शा. भूमि)	0.5174			505 (शा. भूमि)	0.0948
		95	0.0186			512	0.1610
		62	0.0152			508 (शा. भूमि)	0.0810
		104	0.2595			510	0.0105
		109	0.0138			509 (शा. भूमि)	0.0280
		110 (शा. भूमि)	0.1123			527	0.1161
		137 (शा. भूमि)	0.0292			526 (शा. भूमि)	0.0278
		149	0.0530			525 (शा. भूमि)	0.1211
		146	0.0493			523	0.0785
		145	0.0629			524	0.0109
		139	0.0437			520	0.0933
		144	0.0111			522	0.1901
		140 (शा. भूमि)	0.0266			535	0.0110
		141	0.0664			521 (शा. नाला)	0.0246
		193 (शा. रास्ता)	0.0256				

1	2	3	4	1	2	3	4
11.	परसुखेड़ी (जारी-)	548	0.0347	13.	निपानिया बैजनाथ	180	0.0376
		549	0.1303			179	0.0545
		552	0.4038			178	0.0203
		586	0.1066			177	0.0317
		584 (शा. भूमि)	0.0281			176 (शा. भूमि)	0.0124
		583	0.0153			175	0.0379
		585 (शा. भूमि)	0.0333			174	0.0358
		582 (शा. नाला)	0.0166			173	0.0541
		561	0.0460			172	0.0813
		559	0.3212			171	0.0378
		147	0.0100			169	0.0769
		142	0.0100			167	0.1018
		220 (शा. नाला)	0.0400			164	0.2028
		311	0.0200			163	0.0892
12.	बांसखेड़ी	29	0.0668			162	0.1437
		28	0.0232			105	0.01969
		23	0.0594			106 (शा. भूमि)	0.0879
		22	0.2584			108	0.0808
		21	0.0570			111	0.1851
		18	0.2290			113	0.0763
		14	0.3167			69 (शा. रस्ता)	0.0100
		16	0.0305			119	0.0350
		15	0.0257			118	0.0157
		10	0.0214			117	0.0304
		62	0.0266			116	0.0103
		9	0.0821			114 (शा. भूमि)	0.0843
		64	0.3863			84	0.0501
		69	0.0485			78	0.0113
		65	0.2335			79	0.0513
		66	0.1331			80	0.0568
		132	0.0604			81 (शा. रस्ता)	0.0151
		131	0.4853			392	0.0394
		123	0.1628			400	0.0111
		124	0.5648			391	0.0310
		122	0.0104			390	0.0142
		120	0.7518			389	0.0311
		85	0.0189			388	0.0335
		87	0.2182			385	0.0138
		90	0.4257			386 (शा. भूमि)	0.0151
		17	0.0145			387 (शा. भूमि)	0.0307
		68	0.0100			472 (शा. नाला)	0.0128

1	2	3	4	1	2	3	4
12.	निपन्निया वैजनाथ (जारी-)	471 467 465 469 464 470 (शा. रास्ता) 491 545 537 536 535 534 532 531 528 527 523 522 521 563 (शा. भूमि) 576 578 (शा. भूमि) 584 (शा. भूमि) 583 579 (शा. भूमि) 580 1249 1250 1251 1252 148 1246 (शा. भूमि) 581 393 395 107 159 587 107 (शा. भूमि) 159	0.0216 0.1102 0.0930 0.0598 0.0836 0.0184 0.2732 0.5037 0.2585 0.0119 0.0282 0.0497 0.0893 0.0855 0.1000 0.1000 0.1084 0.0745 0.1264 0.1555 0.2559 0.2513 0.0429 0.0305 0.0955 0.1923 0.0715 0.1474 0.1381 0.1779 0.0334 0.0500 0.0100 0.0100 0.0100 0.0300 0.0200 0.0100 0.0300 0.0200	14. काशी बडिया	613 (शा. भूमि) 633 614 629 630 627 628 625 626 621 620/905 647 (शा. नाला) 663 662 664 665 835 702 703 704 706 707 808 809 807 814 815 816 802 778 779 735 (शा. रास्ता) 772 622 667 (शा. नाला) 803 299 (शा. भूमि) 81 (शा. नाला) 298 (शा. भूमि) 103 297 (शा. भूमि)	0.0202 0.0199 0.1079 0.1115 0.0721 0.0264 0.0541 0.0424 0.0176 0.0936 0.0340 0.0489 0.0609 0.0184 0.0504 0.0431 0.0654 0.0117 0.1052 0.1958 0.1572 0.0877 0.0988 0.3209 0.2099 0.1571 0.1261 0.1793 0.0102 0.3037 0.1854 0.0170 0.0681 0.1000 0.0100 0.0100 0.5326 0.0340 0.5001 0.0536 0.0155	
15. भीमलोद							

1	2	3	4	1	2	3	4
भीमलोद (जारी-)	296 (शा. रस्ता)	0.0248		1100		0.1366	
	293	0.1911		1098		0.0149	
	294	0.0348		1097		0.0292	
	295	0.0412		1055		0.1173	
	133 (शा. नाला)	0.0497		1095		0.0752	
	282	0.0423		1094		0.0457	
	381	0.0170		1055		0.0266	
	389	0.0525		1057		0.1480	
	390	0.0173		1059		0.0450	
	388	0.0742		1060		0.1172	
	397 (शा. रस्ता)	0.0281		1061		0.0322	
	459	0.0792		1044		0.0120	
	475	0.1103		1043		0.0820	
	474	0.0362		1024		0.1118	
	473	0.0138		1023		0.1163	
	476	0.0712		1021		0.0690	
	506	0.0527		1020		0.0602	
	505	0.0538		1001 (शा. रस्ता)		0.1342	
	504	0.0202		1002		0.0418	
	507	0.0348		1003		0.1455	
	508	0.0161		908		0.0266	
	522	0.0553		899		0.1093	
	521	0.1576		898 (शा. रस्ता)		0.0159	
	536	0.0688		897		0.1975	
	537	0.0321		892		0.0817	
	515	0.0210		891		0.1571	
	543	0.0387		893		0.0227	
	544 (शा. रस्ता)	0.0565		888		0.1226	
	549	0.01558		889		0.0126	
	546	0.0119		882		0.0151	
	547	0.2339		884		0.0239	
	548	0.0125		883		0.0122	
	545 (शा. रस्ता)	0.0689		885		0.0764	
	283	0.0100		886		0.0251	
	1127	0.3231		861		0.0449	
16. ब्रापच्चा	1126	0465		862		0.0299	
	1125	0.0496		859		0.0030	
	1124	0.0366		860		0.0950	
	1123	0.01218		858 (शा. भूमि)		0.0261	
	1138 (शा. नाला)	0.0311		819 (शा. भूमि)		0.0604	
	1099	0.0783					

1	2	3	4
16	बापच्चा	825 (शा. भूमि)	0.0534
		823 (शा. भूमि)	0.3212
		824 (शा. सड़क)	0.0275
		319 (शा. भूमि)	0.2006
		1122	0.0100
		808	0.0155
		887 (शा. नाला)	0.0360
		813	0.0125
		814	0.0290
17	करडिया	659 (शा. भूमि)	0.04673
		616	0.1648
		617	0703
		618	0.1051
		619	0.1141
		606 (शा. नाला)	0.0265
		595	0.1124
		596	0.2541
		592	0.0152
		591	0.2375
		589	0.0327
		588	0.0327
		586	0.0294
		537 (शा. नाला)	0.0155
		524	0.0155
		523	0.2406
		529	0.2337
		530 (शा. रस्ता)	0.0157
		482	0.2446
		480 (शा. नाला)	0.0281
		479 (शा. भूमि)	0.2421

[फा.सं. आर-31015/68/2004-ओ आर-II]

हरीश कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 10th January, 2005

S.O. 153.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Manglyia (Indore) terminal in the State of Madhya Pradesh, an extension pipeline to Piyala in the State of Haryana and Pijwasan in the NCT of Delhi should be laid by Bharat Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto:

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Any person, interested in the land described in the said Schedule may within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of right of user therein for laying of the pipeline under the land to Shri V.P. Pathak, Competent Authority, Mumbai-Manglyia Pipeline Extension Project, Bharat Petroleum Corporation Limited, MB-7, Mahashweta Nagar, Mahendra Bhatnagar Road, Ujjain-456010 (Madhya Pradesh).

SCHEDULE

Tehsil : Agar District : Shajapur State : Madhya Pradesh

S. No.	Name of Village	Survey No.	Area in Hectare
1	2	3	4
1.	Ranairā	620 (Govt.Land)	0.8217
	Rathor	627	0.1214
		626	0.0111
		629	0.0102
		628	0.0646
		642	0.3519
		643	0.3216
		644	0.2999
		780	0.1801
		779	0.0167
		783	0.0645
		784	0.0518
		793	0.1361
		806	0.1866
		799	0.0326
		798	0.0434
		797	0.0150
		800	0.1194
		801	0.0903
		825	0.1315
		828	0.0959
		829	0.3537
		821 (Govt. Land)	0.0292
		796	0.0210

1	2	3	4	1	2	3	4
2.	Bhimpura	110 (Govt Land)	0.1687	Laxman Kheri	156 (Govt. Nala)	0.1084	
		112	0.1284		142	0.0491	
		108	0.0254		202 (Govt. Land)	0.0284	
		107	0.2663		143	0.0301	
		122	0.0888		183 (Govt. Land)	0.123	
		126	0.0433		184 (Govt. Land)	0.0123	
		105	0.0105		164 (Govt. Land)	0.0159	
		104	0.0791		182 (Govt. Land)	0.0151	
		103	0.0778		165 (Govt. Land)	0.0379	
		102	0.0763		181	0.0547	
		100	0.0917		166	0.0616	
		99	0.0491		167	0.0290	
		188	0.1505		160	0.0200	
		98	0.0102		169	0.0231	
		189 (Govt. Land)	0.4448		170	0.0396	
		208	0.1281		330	0.0310	
		206 (Govt. Nala)	0.0131		331 (River)	0.0355	
		204	0.1432		356	0.0531	
		205	0.0589		354	0.0305	
		203	0.0387		355 (Govt. Nala)	0.0912	
		202 (Govt. Nala)	0.417		357	0.0564	
		201	0.0754		358	0.0471	
		460	0.0768		359	0.0441	
		459	0.0380		360	0.0364	
		493	0.0545		361	0.0449	
		492	0.3221		362 (Govt. Land)	0.0118	
		492 (Govt. Land)	0.0921		351	0.0630	
		498	0.1870		349	0.0908	
		499	0.0100		350	0.0507	
		502	0.0204		347	0.1401	
		503	0.1531		459	0.2000	
		508 (Govt. Nala)	0.0268		457	0.0309	
		510 (Govt. Land)	0.0773		458	0.1421	
		111 (Govt. Land)	0.0060		448	0.2889	
3.	Laxmankheri	114	0.0220		467	0.0613	
		115	0.1183		473	0.2255	
		116/482	0.1188		329	0.0800	
		117	0.0924		166/483	0.0600	
		118	0.0806		144	0.0110	
		119	0.0377		163	0.0115	
		130	0.1783		469 (Govt. Nala)	0.0162	
		129	0.0234		472	0.0900	
		132	0.0337		161	0.0100	
		137	0.0277		168	0.0200	
		136	0.0637		171	0.0200	
		140	0.0404		332	0.0100	

1	2	3	4	1	2	3	4
		466	0.0100			1382 (Govt. Rasta)	0.0100
4.	Jaitpura	12	0.1197	8.	Bhyana	230 (Govt. Nala)	0.0486
		23	0.0787			272	0.2618
		22 (Govt. Land)	0.2159			274	0.3976
		32 (Govt. Nala)	0.0300			279	0.1944
		33 (Govt. Land)	0.0128			314	0.1559
		34 (Govt. Land)	0.2788			286	0.1018
		45 (Govt. Land)	0.2902			287 (Govt. Land)	0.1979
		WBM ROAD	0.0271			310	0.0177
		43	0.1901			308	0.1834
		42	0.01664			320	0.0410
		39	0.0594			306	0.0598
		41	0.0921			323	0.1349
		44	0.0100			396	0.0215
		11	0.0100			392	0.1090
5.	Gangada Bujurg	3	0.0420			394	0.1338
		4	0.0825			390 (Govt. Nala)	0.0187
		9	0.0179			379	0.0149
		8	0.0381			380	0.0276
		7	0.2498			381	0.0276
		17	0.0014			382	0.677
		6	0.0690			385	0.1207
		18	0.0795			386	0.0400
		1 (Govt. Land)	0.0150			581 (Govt. Nala)	0.0186
6.	Gangada Hadda		0.01133			585	0.0857
7.	Bhadwa	1261 (Govt. Nala)	0.0451			586	0.0901
		1249	0.1740			587	0.1628
		1256	0.0105			602 (Govt. Rasta)	0.0987
		1254	0.2081			361	0.1841
		1335 (Govt. Rasta)	0.0221			360	0.0255
		1336	0.1063			358 (Govt. Land)	0.0255
		1334	0.0148			359 (Govt. Land)	0.2763
		1342	0.1622			603 (Govt. Rasta)	0.0277
		1343	0.0132			719 (Govt. Land)	0.6581
		1341	0.0141			716	0.0677
		1346	0.0740			745	0.1635
		1323	0.01130			744	0.1883
		1322	0.1095			781	0.1793
		1320 (Govt. Land)	0.0956			780	0.01131
		1319	0.1531			779	0.0649
		1318	0.0134			785	0.2407
		1317	0.0146			778	0.0316
		1444	0.1976			777	0.0179
		1443	0.1075			776	0.0241
		1442	0.1664			775	0.0290
		1440	0.0891			786	0.0159

1	2	3	4	1	2	3	4
		787	0.0187			110 (Govt. Land)	0.1123
		788	0.1585			137 (Govt. Land)	0.0292
		790	0.0131			149	0.0530
		789	0.0224			146	0.0493
		791 (Govt. Nala)	0.0413			145	0.0629
		803 (Govt. Land)	0.0102			139	0.0437
		802	0.2360			144	0.0111
		805 (Govt. Land)	0.2037			140 (Govt. Land)	0.0266
		808	0.2032			141	0.0664
		816	0.1642			193 (Govt. Rasta)	0.0256
		814	0.0884			143	0.0173
		822	0.2043			244 (Govt. Land)	0.0344
		823 (Govt. Nala)	0.0611			245	0.0701
		806 (Govt. Land)	0.0120			246	0.1678
		717 (Govt. Land)	0.0100			242	0.0105
		718 (Govt. Land)	0.0100			299	0.1013
		833	0.2100			298	0.1876
		834	0.0100			296	0.0367
		801	0.0100			295	0.0127
9.	Jamuniya	288	0.2077			309 (Govt. Nala)	0.0561
		318	0.2977			310	0.0848
		315	0.2779			348	0.0299
		319	0.0451			349 (Govt. Rasta)	0.0533
		320	0.1231			378 (Govt. Land)	0.0360
		326	0.3061			369 (Govt. Land)	0.0110
		327 (Govt. Land)	0.1636			374	0.0155
		332	0.5112			376	0.0119
		334	0.0394			377 (Govt. Land)	0.0312
		341 (Govt. Nala)	0.0347			379	0.1512
		374	0.1762			380	0.7200
		381	0.1141			381 (Govt. Land)	0.0311
		382	0.0457			664 (Govt. Land)	0.2546
		384	0.0812			499	0.0465
		383	0.0503			501 (Govt. Land)	0.0844
		351 (Govt. Rasta)	0.0300			500	0.0119
10.	Semali	505 (Govt. Land)	0.0930			506 (Govt. Land)	0.0564
		506 (Govt. Land)	0.1557			505 (Govt. Land)	0.0948
		509 (Govt. Land)	0.1556			512	0.1610
11.	Parsukheri	77	0.2760			508 (Govt. Land)	0.0810
		76 (Govt. Land)	0.2820			510	0.0105
		93	0.0550			509 (Govt. Land)	0.0280
		103 (Govt. Land)	0.5174			527	0.1161
		95	0.0186			526 (Govt. Land)	0.0278
		62	0.0152			525 (Govt. Land)	0.1211
		104	0.2595			523	0.0785
		109	0.0138			524	0.0109

1	2	3	4	1	2	3	4
		520	0.0933			178	0.0203
		522	0.1901			177	0.0317
		535	0.0110			176 (Govt. Land)	0.0124
		521 (Govt. Nala)	0.0246			175	0.0379
		548	0.0347			174	0.0358
		549	0.1303			173	0.0541
		552	0.4038			172	0.0813
		586	0.1066			171	0.0378
		584 (Govt. Land)	0.0281			169	0.0769
		583	0.0153			167	0.1018
		585 (Govt. Land)	0.0333			164	0.2028
		582 (Govt. Nala)	0.0166			163	0.0892
		561	0.0460			162	0.1437
		559	0.3212			105	0.1969
		147	0.0100			106 (Govt. Land)	0.0879
		142	0.0100			108	0.0808
		220 (Govt. Nala)	0.0400			111	0.1851
		311	0.0200			113	0.0763
12.	Banskheri	29	0.0668			69 (Govt. Rasta)	0.0100
		28	0.0232			119	0.0350
		23	0.0594			118	0.0157
		22	0.2584			117	0.0304
		21	0.0570			115	0.0103
		18	0.2290			114 (Govt. Land)	0.0843
		14	0.3167			84	0.0501
		16	0.0305			78	0.0113
		15	0.0257			79	0.0513
		10	0.0214			80	0.0568
		62	0.0266			81 (Govt. Rasta)	0.0151
		9	0.0821			392	0.0394
		64	0.3863			400	0.0111
		69	0.0485			391	0.0310
		65	0.2335			390	0.0142
		66	0.1331			389	0.0311
		132	0.0604			388	0.0335
		131	0.4853			385	0.0138
		123	0.1628			386 (Govt. Land)	0.0151
		124	0.5648			387 (Govt. Land)	0.0307
		122	0.0104			472 (Govt. Nala)	0.0128
		120	0.7518			471	0.0216
		85	0.0189			467	0.1102
		87	0.2182			465	0.0930
		90	0.4257			469	0.0598
		17	0.0145			464	0.0836
		68	0.0100			470 (Govt. Rasta)	0.0184
13.	Nipaniya Baijnath	180	0.0376			491	0.2732
		179	0.0545				

1	2	3	4	1	2	3	4
13.	Nipaniya Baijnath (Contd.)	545	0.5037			662	0.0184
		537	0.2585			664	0.0504
		536	0.0119			665	0.0431
		535	0.0282			835	0.0654
		534	0.0497			702	0.0117
		532	0.0893			703	0.1052
		531	0.0855			704	0.1958
		528	0.1000			706	0.1572
		527	0.1000			707	0.0877
		523	0.1084			808	0.0988
		522	0.0745			809	0.3209
		521	0.1264			807	0.2099
	563 (Govt. Land)	0.1555				814	0.1571
		576	0.2559			815	0.1261
	578 (Govt. Land)	0.2513				816	0.1793
	584 (Govt. Land)	0.0429				802	0.0102
		583	0.0305			778	0.3037
	579 (Govt. Land)	0.0955				779	0.1854
		580	0.1923		15. Bhimlod	735 (Govt. Rasta)	0.0170
		1249	0.0715			772	0.0681
		1250	0.1474			622	0.1000
		1251	0.1381			667 (Govt. Nala)	0.0100
		1252	0.1779			803	0.0100
		124	0.0334			299 (Govt. Land)	0.5326
	1246 (Govt. Land)	0.0500				81 (Govt. Nala)	0.0340
		581	0.0100			298 (Govt. Land)	0.5001
		393	0.0100			103	0.0536
		395	0.0100			297 (Govt. Land)	0.0155
		107	0.0300			296 (Govt. Rasta)	0.0248
		159	0.0200			293	0.1911
		587	0.0100			294	0.0348
	107 (Govt. Land)	0.0300				295	0.0412
		159	0.0200			133 (Govt. Nala)	0.0497
14.	Kashi Bardiya	613 (Govt. Land)	0.0202			282	0.0423
		633	0.0199			381	0.0170
		614	0.1079			389	0.0525
		629	0.1115			390	0.0173
		630	0.0721			388	0.0742
		627	0.0264			397 (Govt. Rasta)	0.0281
		628	0.0541			459	0.0792
		625	0.0424			475	0.1103
		626	0.0176			474	0.0362
		621	0.0936			473	0.0138
		620/905	0.0340			476	0.0712
	647 (Govt. Nala)	0.0489				506	0.0527
		663	0.0609			505	0.0538

1	2	3	4	1	2	3	4
		504	0.0202			891	0.1571
		507	0.0348			893	0.0227
		508	0.0161			888	0.1226
		522	0.0553			889	0.0126
		521	0.1576			882	0.0151
		536	0.0688			884	0.0239
		537	0.0321			883	0.0122
		515	0.0210			885	0.0764
		543	0.0387			886	0.0251
		544 (Govt. Rasta)	0.0565			861	0.0449
		549	0.01558			862	0.0299
		546	0.0119			859	0.0030
		547	0.2339			860	0.0950
		548	0.0125			858 (Govt. Land)	0.0261
		545 (Govt. Rasta)	0.0689			819 (Govt. Land)	0.0604
		283	0.0100			825 (Govt. Land)	0.0534
16. Bapachya		1127	0.3231			823 (Govt. Land)	0.3212
		1126	0465			824 (Govt. Road)	0.0275
		1125	0.0496			318 (Govt. Land)	0.2006
		1124	0.0366			1122	0.0100
		1123	0.01218			808	0.0155
		1138 (Govt. Nala)	0.0311			887 (Govt. Nala)	0.0360
		1099	0.0783			813	0.0125
		1100	0.1366			814	0.0290
		1098	0.0149	17. Karadiya		659 (Govt. Land)	0.4673
		1097	0.0292			616	0.1648
		1055	0.1173			617	0.0703
		1095	0.0752			618	0.0151
		1094	0.0457			619	0.1141
		1055	0.0266			606 (Govt. Nala)	0.0265
		1057	0.1480			595	0.1124
		1059	0.0450			596	0.2541
		1060	0.1172			592	0.0152
		1061	0.0322			591	0.2375
		1044	0.0920			589	0.0327
		1043	0.0820			588	0.983
		1024	0.1118			586	0.0294
		1023	0.1163			537 (Govt. Nala)	0.0155
		1021	0.0690			524	0.0155
		1020	0.0602			523	0.2406
		1001 (Govt. Rasta)	0.1342			529	0.2337
		1002	0.0418			530 (Govt. Rasta)	0.00157
		1003	0.1455			482	0.2446
		908	0.0266			489 (Govt. Nala)	0.0281
		899	0.1093			479 (Govt. Land)	0.2421
		898 (Govt. Rasta)	0.0159			[F. No. R-31015/68/2004-OR-II]	
		897	0.1975			HARISH KUMAR, Under Secy.	
		892	0.0817				

नई दिल्ली, 11 जनवरी, 2005

का. आ. 154.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में दिल्ली राष्ट्रीय राजधानी क्षेत्र तथा हरियाणा और उत्तर प्रदेश राज्यों के राज्यक्षेत्र के भीतर, उक्त अधिनियम के अधीन, मांगल्या (इन्डौर) से पियाला /बिजवासन तक भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड (बीपीसीएस्ल) की मुम्बई-मांगल्या पाइपलाइन विस्तार परियोजना के लिए, सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए बीपीसीएस्ल में प्रतिनियुक्ति पर, श्री लाल सिंह, सहायक बन्दोबस्त आयुक्त (एल एन्ड बी)/उपसचिव (एलए) राष्ट्रीय राजधानी क्षेत्र दिल्ली सरकार को प्राधिकृत करती है।

[फ. सं. आर-31015/8/2004-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 11th January, 2005

S. O. 54.— In pursuance of clause (a) of section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby authorises Shri Lal Singh, Assistant Settlement Commissioner (L & B)/Deputy Secretary (LA), Government of NCT of Delhi, on deputation to Bharat Petroleum Corporation Limited (BPCL), to perform the functions of the competent authority for BPCL's Mumbai-Manglyा Pipeline Extension Project from Manglyा (Indore) to Piyala/ Bijwasan, under the said Act, within the territory of NCT of Delhi and States of Haryana & Uttar Pradesh.

[No. R-31015/8/2004-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 11 जनवरी, 2005

का. आ. 155.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि राजस्थान राज्य में व्यावर से चित्तौड़गढ़ तक पेट्रोलियम उत्पादों के परिवहन के लिए इण्डियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा ‘सिद्धपुर-सांगानेर पाइपलाइन से चित्तौड़गढ़ तक ब्राव्व लाईन’ के कार्यान्वयन हेतु एक शाखा पाइपलाइन बिछाई जानी चाहिए।

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि में, जो इस अधिसूचना से संलग्न अनुसूचि में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री ओ. पी. गुप्ता, सक्षम प्राधिकारी, (राजस्थान), इण्डियन ऑयल कॉर्पोरेशन लिमिटेड (पाइपलाइन्स प्रभाग), 33, मुक्तानन्द नगर, गोपालपुर बाईपास, जयपुर - 302018 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : भीलवाड़ा		जिला: भीलवाड़ा	राज्य : राजस्थान		
गांव का नाम	खसरा संख्या	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
कोचरिया	1	0	28	70	
	1558/5	0	00	20	
	4	0	14	10	
	3	0	00	20	
	9	0	00	20	
	10	0	12	00	
	11	0	12	20	
	32	0	14	10	
	31	0	37	50	
	299/1	0	12	00	
	298	0	22	30	
	297	0	12	00	
	265	0	00	20	
	276	0	01	10	
	286	0	06	40	
	285	0	04	30	
	278	0	04	90	
	279	0	00	20	
	284	0	05	20	
	283/1	0	13	30	
	283/2	0	01	40	
	282	0	08	40	
	398	0	00	20	
	399	0	06	10	
	222/1	0	12	60	
	222/2	0	03	80	
	400	0	02	00	
	401	0	05	10	
	402	0	07	20	
	404	0	07	50	

तहसील : भीलवाड़ा		जिला: भीलवाड़ा	राज्य : राजस्थान		
गांव का नाम	खसरा संख्या	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
	403.	0	00	20	
	405	0	01	50	
	202	0	14	30	
	201	0	06	50	
	196	0	10	00	
	195	0	02	30	
	410	0	00	20	
	197	0	00	20	
	194	0	06	20	
	413	0	00	50	
	412	0	09	60	
	138	0	41	00	
	136	0	08	00	
	714	0	00	20	
	715	0	07	50	
	716	0	12	50	
	718	0	06	80	
	721	0	16	50	
	720	0	00	80	
	719	0	01	40	
	1543/721	0	16	10	
	1544/727	0	38	40	
	818	0	11	30	
	819	0	03	80	
	817	0	10	20	
	834	0	04	60	
	835	0	01	20	
	857	0	01	20	
	858	0	00	90	
	860	0	00	20	
	856	0	01	30	
	859	0	02	40	

तहसील : भीलवाड़ा		जिला: भीलवाड़ा	राज्य : राजस्थान		
		खसरा संख्या	कौट्रफल		
गांव का नाम			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	
	852	0	01	60	
	863	0	00	80	
	851	0	06	90	
	864	0	00	20	
	850	0	04	20	
	844	0	02	70	
	865	0	00	70	
	845	0	05	20	
	846	0	03	40	
	898	0	03	00	
	900	0	07	50	
	905	0	02	30	
	904	0	03	30	
	911	0	15	00	
	912	0	00	50	
	913	0	06	30	
	914	0	02	70	
	927	0	00	20	
	925	0	08	50	
	917	0	00	90	
	918	0	10	70	
	919	0	04	70	
	1404	0	04	70	
	1405	0	08	90	
	1406	0	05	20	
	1409	0	01	60	
	1410	0	04	00	
	1411	0	08	10	
	1417	0	07	00	
	1420	0	01	00	
	1418	0	12	60	
	1399	0	00	20	

तहसील : भीलवाड़ा		जिला: भीलवाड़ा	राज्य : राजस्थान		
गांव का नाम	खसरा संख्या	दोत्रफल			वर्ग मीटर
		हेवेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
	1507/1418	0	08	70	
	1400	0	00	20	
	1448	0	07	60	
	1447	0	06	00	
	1449	0	00	20	
	1446	0	06	50	
	1450	0	01	30	
	1451	0	01	50	
	1445	0	00	90	
	1462	0	21	50	
	1460	0	04	80	
	1459	0	05	00	
	1466	0	09	60	
	1467	0	04	30	
	1468	0	00	30	
	1472	0	21	30	
सुन्दरपुरा मुझरास	595/2	0	64	00	
	3/1	0	06	90	
	7	0	03	50	
	10	0	22	50	
	9	0	15	10	
	14	0	00	50	
	12	0	27	00	
	17	0	20	10	
	427	0	04	20	
	432	0	05	10	
	433	0	00	40	
	434	0	20	30	
	435	0	01	10	
	436	0	03	60	
	437	0	09	20	
	442	0	04	70	

तहसील : भीलवाड़ा		जिला: भीलवाड़ा	राज्य : राजस्थान		
गांव का नाम	खसरा संख्या	क्षेत्रफल			
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
	461	0	00	20	
	453	0	08	90	
	454	0	03	80	
	439	0	00	70	
	441	0	06	00	
	443	0	07	20	
	444	0	06	90	
	412	0	07	60	
	408	0	07	30	
	405	0	19	30	
	406	0	00	20	
	516	0	10	30	
	404	0	00	20	
	518	0	00	20	
	400	0	00	20	
	401	0	06	70	
	399	0	05	40	
	398	0	06	40	
	397	0	03	80	
	555	0	43	20	
	551	0	01	50	
	549	0	01	80	
	550	0	08	20	
	548	0	11	40	
बोगांवां	43	0	00	90	
	102	0	11	50	
	195	0	02	80	
	196	0	02	90	
	199	0	02	80	
	200	0	03	50	
	203	0	18	40	
	219	0	04	50	

तहसील : भीलवाड़ा		जिला: भीलवाड़ा		राज्य : राजस्थान	
गांव का नाम	खसरा संख्या	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
	220	0	03	60	
	221	0	04	00	
	222	0	04	70	
	223	0	09	30	
	224	0	03	80	
	230	0	03	60	
	231	0	07	20	
	232	0	10	10	
	233	0	02	50	
	241	0	05	00	
	240	0	09	90	
	239	0	13	30	
भोपालगढ़	3044/213	0	12	10	
	213/1	0	04	40	
	212	0	14	00	
	216	0	10	50	
	211	0	00	20	
	214	0	03	00	
	215/2	0	00	50	
	218	0	16	20	
	220	0	00	30	
	221	0	00	40	
	472	0	00	20	
	686/1	0	05	10	
	686/2	0	06	50	
	686/3	0	05	40	
	685	0	00	50	
	688	0	00	20	
	689	0	09	90	
	691	0	09	80	
	692	0	12	20	
	693	0	01	20	

तहसील : भीलवाडा		जिला: भीलवाडा	राज्य : राजस्थान		
गांव का नाम	खसरा संख्या	क्षेत्रफल			
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
	680	0	04	50	
	701	0	20	90	
	702	0	13	90	
	703	0	10	20	
	711	0	12	00	
	729	0	12	10	
	741	0	06	40	
	745/3	0	09	80	
	745/2	0	01	70	
	744	0	11	40	
	746	0	19	80	
	747 *	0	00	20	
	1024	0	07	00	
	2055	0	00	50	
	2100	0	01	30	
	2099	0	13	60	
	2098	0	09	90	
	2091	0	09	10	
	2093	0	00	30	
	2092	0	01	50	
	2089/2	0	01	10	
	2089/1	0	07	00	
	2088	0	06	40	
	2087	0	00	50	
	2082	0	06	30	
	2076	0	05	20	
	2077	0	12	30	
	2078	0	01	30	
	2353	0	02	90	
	2359	0	00	20	
	2354	0	03	30	
	2355	0	01	60	

तहसील : भीलवाड़ा		जिला: भीलवाड़ा	राज्य : राजस्थान		
गांव का नाम		खसरा संख्या	क्षेत्रफल		
1		2	3	4	5
	2358	0	04	80	
	2357	0	00	90	
	2360	0	01	10	
	2379	0	02	40	
	2380	0	03	00	
	2382	0	02	70	
	2383	0	04	00	
	2384	0	00	60	
	2389	0	00	60	
	2390	0	10	10	
	2395	0	03	80	
	2394	0	00	20	
	2396	0	03	60	
	2708	0	06	10	
	2709	0	00	90	
	2693	0	00	60	
	2694	0	02	10	
	2695	0	05	40	
	2697	0	07	90	
	2698	0	04	60	
	2699	0	01	30	
	2690	0	03	40	
	2689	0	07	00	
	2585	0	08	90	
	2584	0	00	20	
	2586	0	14	50	
	2602	0	01	20	
	2601	0	07	50	
	2603	0	09	60	
	2604	0	09	90	
	2617	0	02	50	
	2618	0	06	00	

तहसील : भीलवाड़ा		जिला: भीलवाड़ा	राज्य : राजस्थान		
गांव का नाम	खसरा संख्या	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
	2619	0	02	40	
	2624	0	12	60	
	2623	0	29	40	
	2622	0	00	20	
	2625	0	07	60	
थलाकाखेड़ा	164/3	0	11	90	
	164/2	0	15	60	
	165	0	05	80	
	166	0	01	20	
	98	0	00	60	
	99	0	00	70	
	101	0	00	40	
	100	0	21	70	
	94	0	07	00	
	93	0	05	40	
	91	0	13	30	
	92	0	00	20	
	104	0	15	00	
	105	0	14	50	
	106	0	01	50	
	107	0	01	50	
	108	0	12	90	
	127	0	00	30	
	109	0	00	20	
	125	0	01	50	
	110	0	00	70	
	126	0	18	70	
	123	0	17	50	
	148	0	02	60	
	122	0	11	30	
	161/5	0	09	30	
जवासिया	95	0	11	90	

तहसील : भीलवाड़ा		जिला: भीलवाड़ा	राज्य : राजस्थान		
गांव का नाम	खसरा संख्या	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
	99	0	07	20	
	98	0	01	50	
	100	0	11	30	
	239	0	01	30	
	238	0	00	20	
	101	0	03	30	
	240	0	07	80	
	241	0	09	20	
	242/1	0	07	50	
	249	0	00	20	
	248	0	02	00	
	247	0	06	10	
	243	0	07	90	
	244	0	04	50	
	218	0	15	40	
	208/3	0	06	30	
	220	0	00	20	
	210	0	23	80	
	209/2	0	00	20	
	812	0	08	80	
	813	0	11	60	
	808	0	01	80	
	807	0	02	90	
	816	0	09	20	
	1020/2	0	01	60	
	1020/3	0	03	80	
	1023	0	06	70	
	1024	0	01	00	
	1025	0	31	20	
	1037	0	06	50	
	1038	0	02	10	
	1268/1036	0	14	60	

तहसील : भीलवाड़ा		जिला: भीलवाड़ा	राज्य : राजस्थान		
गांव का नाम	खसरा संख्या	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
	1039	0	16	30	
	1041	0	18	40	
	1232/1042/1	0	00	30	
	1042	0	11	10	
	1043	0	10	90	
	1234/1043	0	03	20	
	1053	0	02	70	
	1054	0	12	20	
	1074	0	44	00	
	1272/1076	0	04	60	
	1273/1076	0	16	60	
छाछेड़ी	330	0	07	80	
	332	0	18	40	
	340	0	09	80	
	341	0	01	10	
	342	0	02	60	
	343	0	12	90	
	346	0	00	90	
	348	0	01	40	
	347	0	03	60	
	350	0	06	50	

[फा. सं. आर-25011/31/2004-ओ.आर-1]

रेणुका कुमार, अवर सचिव

New Delhi, the 11th January, 2005

S. O. 155.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of petroleum products in Rajasthan State from Beawar to Chittaurgarh a "Branch Pipeline to Chittaurgarh from Sidhpur-Sanganer Pipeline", should be laid by the Indian Oil Corporation Limited.

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification.

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification issued under sub-section(1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land, to Shri O. P. Gupta, Competent Authority (Rajasthan), Indian Oil Corporation Limited (Pipelines division), 33, Muktanand Nagar, Gopalpura Bye-pass, Jaipur – 302018, (Rajasthan).

SCHEDULE

Tehsil : BHILWARA		District : BHILWARA		State : RAJASTHAN			
Name of the Village	Khasara No.	Area			Hectare	Are	Sq.mtr.
		1	2	3			
KOCHARIYA	1	0	28	70			
	1558/5	0	00	20			
	4	0	14	10			
	3	0	00	20			
	9	0	00	20			
	10	0	12	00			
	11	0	12	20			
	32	0	14	10			
	31	0	37	50			
	299/1	0	12	00			
	298	0	22	30			
	297	0	12	00			
	265	0	00	20			
	276	0	01	10			
	286	0	06	40			
	285	0	04	30			
	278	0	04	90			
	279	0	00	20			
	284	0	05	20			
	283/1	0	13	30			
	283/2	0	01	40			
	282	0	08	40			
	398	0	00	20			
	399	0	06	10			
	222/1	0	12	60			
	222/2	0	03	80			

Tehsil : BHILWARA		District : BHILWARA		State : RAJASTHAN		
Name of the Village	Khasara No.	Area				
		Hectare	Are	Sq.mtr.		
1	2	3	4	5		
	400	0	02	00		
	401	0	05	10		
	402	0	07	20		
	404	0	07	50		
	403	0	00	20		
	405	0	01	50		
	202	0	14	30		
	201	0	06	50		
	196	0	10	00		
	195	0	02	30		
	410	0	00	20		
	197	0	00	20		
	194	0	06	20		
	413	0	00	50		
	412	0	09	60		
	138	0	41	00		
	136	0	08	00		
	714	0	00	20		
	715	0	07	50		
	716	0	12	50		
	718	0	06	80		
	721	0	16	50		
	720	0	00	80		
	719	0	01	40		
	1543/721	0	16	10		
	1544/727	0	38	40		
	818	0	11	30		
	819	0	03	80		
	817	0	10	20		
	834	0	04	60		
	835	0	01	20		
	857	0	01	20		
	858	0	00	90		
	860	0	00	20		

Tehsil : BHILWARA		District : BHILWARA	State : RAJASTHAN		
Name of the Village	Khasara No.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	856	0	01	30	
	859	0	02	40	
	852	0	01	60	
	863	0	00	80	
	851	0	06	90	
	864	0	00	20	
	850	0	04	20	
	844	0	02	70	
	865	0	00	70	
	845	0	05	20	
	846	0	03	40	
	898	0	03	00	
	900	0	07	50	
	905	0	02	30	
	904	0	03	30	
	911	0	15	00	
	912	0	00	50	
	913	0	06	30	
	914	0	02	70	
	927	0	00	20	
	925	0	08	50	
	917	0	00	90	
	918	0	10	70	
	919	0	04	70	
	1404	0	04	70	
	1405	0	08	90	
	1406	0	05	20	
	1409	0	01	60	
	1410	0	04	00	
	1411	0	08	10	
	1417	0	07	00	
	1420	0	01	00	
	1418	0	12	60	
	1399	0	00	20	

Tehsil : BHILWARA		District : BHILWARA		State : RAJASTHAN		
Name of the Village	Khasara No.	Area				
		Hectare	Are	Sq.mtr.		
1	2	3	4	5		
	1507/1418	0	08	70		
	1400	0	00	20		
	1448	0	07	60		
	1447	0	06	00		
	1449	0	00	20		
	1446	0	06	50		
	1450	0	01	30		
	1451	0	01	50		
	1445	0	00	90		
	1462	0	21	50		
	1460	0	04	80		
	1459	0	05	00		
	1466	0	09	60		
	1467	0	04	30		
	1468	0	00	30		
	1472	0	21	30		
SUNDERPURA	595/2	0	64	00		
MUJARAS	3/1	0	06	90		
	7	0	03	50		
	10	0	22	50		
	9	0	15	10		
	14	0	00	50		
	12	0	27	00		
	17	0	20	10		
	427	0	04	20		
	432	0	05	10		
	433	0	00	40		
	434	0	20	30		
	435	0	01	10		
	436	0	03	60		
	437	0	09	20		
	442	0	04	70		

Tehsil : BHILWARA		District : BHILWARA		State : RAJASTHAN		
Name of the Village	Khasara No.	Area				
		Hectare	Are	Sq.mtr.		
1	2	3	4	5		
	461	0	00	20		
	453	0	08	90		
	454	0	03	80		
	439	0	00	70		
	441	0	06	00		
	443	0	07	20		
	444	0	06	90		
	412	0	07	60		
	408	0	07	30		
	405	0	19	30		
	406	0	00	20		
	516	0	10	30		
	404	0	00	20		
	518	0	00	20		
	400	0	00	20		
	401	0	06	70		
	399	0	05	40		
	398	0	06	40		
	397	0	03	80		
	555	0	43	20		
	551	0	01	50		
	549	0	01	80		
	550	0	08	20		
	548	0	11	40		
NOUGOAN		43	0	00	90	
	102	0	11	50		
	195	0	02	80		
	196	0	02	90		
	199	0	02	80		
	200	0	03	50		
	203	0	18	40		
	219	0	04	50		

Tehsil : BHILWARA		District : BHILWARA		State : RAJASTHAN		
Name of the Village	Khasara No.	Area				
		Hectare	Are	Sq.mtr.		
1	2	3	4	5		
	220	0	03	60		
	221	0	04	00		
	222	0	04	70		
	223	0	09	30		
	224	0	03	80		
	230	0	03	60		
	231	0	07	20		
	232	0	10	10		
	233	0	02	50		
	241	0	05	00		
	240	0	09	90		
	239	0	13	30		
BHUPALGARH	3044/213	0	12	10		
	213/1	0	04	40		
	212	0	14	00		
	216	0	10	50		
	211	0	00	20		
	214	0	03	00		
	215/2	0	00	50		
	218	0	16	20		
	220	0	00	30		
	221	0	00	40		
	472	0	00	20		
	686/1	0	05	10		
	686/2	0	06	50		
	686/3	0	05	40		
	685	0	00	50		
	688	0	00	20		
	689	0	09	90		
	691	0	09	80		
	692	0	12	20		
	693	0	01	20		

Tehsil : BHILWARA		District : BHILWARA		State : RAJASTHAN		
Name of the Village	Khasara No.	Area			Sq.mtr.	
		Hectare	Are			
1	2	3	4		5	
	680	0	04	50		
	701	0	20	90		
	702	0	13	90		
	703	0	10	20		
	711	0	12	00		
	729	0	12	10		
	741	0	06	40		
	745/3	0	09	80		
	745/2	0	01	70		
	744	0	11	40		
	746	0	19	80		
	747	0	00	20		
	1024	0	07	00		
	2055	0	00	50		
	2100	0	01	30		
	2099	0	13	60		
	2098	0	09	90		
	2091	0	09	10		
	2093	0	00	30		
	2092	0	01	50		
	2089/2	0	01	10		
	2089/1	0	07	00		
	2088	0	06	40		
	2087	0	00	50		
	2082	0	06	30		
	2076	0	05	20		
	2077	0	12	30		
	2078	0	01	30		
	2353	0	02	90		
	2359	0	00	20		
	2354	0	03	30		
	2355	0	01	60		

Tehsil : BHILWARA		District : BHILWARA		State : RAJASTHAN		
Name of the Village	Khasara No.	Area				
		Hectare	Are	Sq.mtr.		
1	2	3	4	5		
	2358	0	04	80		
	2357	0	00	90		
	2360	0	01	10		
	2379	0	02	40		
	2380	0	03	00		
	2382	0	02	70		
	2383	0	04	00		
	2384	0	00	60		
	2389	0	00	60		
	2390	0	10	10		
	2395	0	03	80		
	2394	0	00	20		
	2396	0	03	60		
	2708	0	06	10		
	2709	0	00	90		
	2693	0	00	60		
	2694	0	02	10		
	2695	0	05	40		
	2697	0	07	90		
	2698	0	04	60		
	2699	0	01	30		
	2690	0	03	40		
	2689	0	07	00		
	2585	0	08	90		
	2584	0	00	20		
	2586	0	14	50		
	2602	0	01	20		
	2601	0	07	50		
	2603	0	09	60		
	2604	0	09	90		
	2617	0	02	50		
	2618	0	06	00		

Tehsil : BHILWARA		District : BHILWARA		State : RAJASTHAN		
Name of the Village	Khasara No.	Area				
		Hectare	Are	Sq.mtr.		
1	2	3	4	5		
THALON KA KHERA	2619	0	02	40		
	2624	0	12	60		
	2623	0	29	40		
	2622	0	00	20		
	2625	0	07	60		
	164/3	0	11	90		
	164/2	0	15	60		
	165	0	05	80		
	166	0	01	20		
	98	0	00	60		
	99	0	00	70		
	101	0	00	40		
	100	0	21	70		
	94	0	07	00		
	93	0	05	40		
	91	0	13	30		
	92	0	00	20		
	104	0	15	00		
	105	0	14	50		
	106	0	01	50		
	107	0	01	50		
	108	0	12	90		
JAVASIYA	127	0	00	30		
	109	0	00	20		
	125	0	01	50		
	110	0	00	70		
	126	0	18	70		
	123	0	17	50		
	148	0	02	60		
JAVASIYA	122	0	11	30		
	161/5	0	09	30		
JAVASIYA		95	0	11	90	

Tehsil : BHILWARA		District : BHILWARA		State : RAJASTHAN		
Name of the Village	Khasara No.	Area			Sq.mtr.	
		Hectare	Are	5		
1	2	3	4	5		
	99	0	07	20		
	98	0	01	50		
	100	0	11	30		
	239	0	01	30		
	238	0	00	20		
	101	0	03	30		
	240	0	07	80		
	241	0	09	20		
	242/1	0	07	50		
	249	0	00	20		
	248	0	02	00		
	247	0	06	10		
	243	0	07	90		
	244	0	04	50		
	218	0	15	40		
	208/3	0	06	30		
	220	0	00	20		
	210	0	23	80		
	209/2	0	00	20		
	812	0	08	80		
	813	0	11	60		
	808	0	01	80		
	807	0	02	90		
	816	0	09	20		
	1020/2	0	01	60		
	1020/3	0	03	80		
	1023	0	06	70		
	1024	0	01	00		
	1025	0	31	20		
	1037	0	06	50		
	1038	0	02	10		
	1268/1036	0	14	60		

Tehsil : BHILWARA		District : BHILWARA		State : RAJASTHAN		
Name of the Village	Khasara No.	Area				
		Hectare	Are	Sq.mtr.		
1	2	3	4	5		
	1039	0	16	30		
	1041	0	18	40		
	1232/1042/1	0	00	30		
	1042	0	11	10		
	1043	0	10	90		
	1234/1043	0	03	20		
	1053	0	02	70		
	1054	0	12	20		
	1074	0	44	00		
	1272/1076	0	04	60		
	1273/1076	0	16	60		
CHHACHOERI	330	0	07	80		
	332	0	18	40		
	340	0	09	80		
	341	0	01	10		
	342	0	02	60		
	343	0	12	90		
	346	0	00	90		
	348	0	01	40		
	347	0	03	60		
	350	0	06	50		

[No. R-25011/31/2004-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 11 जनवरी, 2005

का. आ. 156.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि राजस्थान राज्य में व्यावर से चित्तौड़गढ़ तक पैट्रोलियम उत्पादों के परिवहन के लिए इण्डियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “सिंधुपुर-सांगानेर पाइपलाइन से चित्तौड़गढ़ तक ब्रान्च लाईन” के कार्यान्वयन हेतु एक शाखा पाइपलाइन बिछाई जानी चाहिए।

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि में, जो इस अधिसूचना से संलग्न अनुसूचि में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए।

अतः अब, केन्द्रीय सरकार, पैट्रोलियम और अनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री ओ. पी. गुप्ता, सक्षम प्राधिकारी, (राजस्थान), इण्डियन ऑयल कॉर्पोरेशन लिमिटेड (पाइपलाइन्स प्रभाग), 33, मुक्तानन्द नगर, गोपालपुरा बाईपास, जयपुर - 302018 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : मोडल		जिला: भीलवाड़ा		राज्य : राजस्थान	
गांव का नाम	खसरा संख्या	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर	घरे	
1	2	3	4	5	
हिसणियां	1188	0	03	90	
	1187	0	36	50	
	1200	0	05	10	
	1214	0	05	80	
	1216	0	02	30	
	1213	0	09	60	
	1222	0	00	30	
	1225	0	03	40	
	1224	0	08	90	
	1235	0	09	20	
	1247	0	00	20	
	1236	0	09	50	
	1242	0	04	50	
	1241	0	12	50	
	1239	0	01	80	
	1317	0	06	70	
	1315	0	00	60	
	1316	0	07	50	
	1325	0	11	80	
	1326	0	00	80	
	1327	0	01	20	
	1309	0	08	70	
	2026/1310	0	04	10	
	1981/1300	0	16	20	

तहसील : मोडल		ज़िला: भीलवाड़ा	राज्य : राजस्थान		
गांव का नाम	खसरा संख्या	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
	1300	0	11	40	
	1302	0	20	70	
	1786	0	22	20	
	1823	0	10	60	
	1824	0	00	60	
	1822	0	10	20	
	1839	0	08	90	
	1836	0	00	20	
	1850	0	10	10	
	1838	0	00	20	
	1851	0	05	40	
	1852	0	04	00	
	1847	0	11	40	
	1899	0	09	30	
	1903	0	00	20	
	1900	0	02	90	
	1902	0	09	80	
	1930	0	05	60	
	1923	0	16	10	
	1919	0	10	70	
	1925	0	00	20	
	1918	0	07	40	
	1914मिन	0	00	20	
	1965	0	00	30	
	1967	0	00	20	
	2057/1989	0	17	30	
	1968	0	01	70	
सोदानपुरा	104	0	03	70	
	103	0	08	70	

तहसील : माडल		ज़िला: भीलवाहा	राज्य : राजस्थान		
गांव का नाम	खसरा संख्या	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
	110	0	01	10	
	102	0	00	30	
	111	0	09	30	
	116	0	02	90	
	115	0	06	10	
	504/124मिन	0	00	50	
	122	0	01	50	
	121	0	08	10	
	506/124मिन	0	05	30	
	507/126	0	05	40	
	128	0	16	50	
	140/1	0	12	90	
	142	0	00	20	
	140मिन	0	09	40	
	139	0	04	70	
	141	0	05	50	
	152	0	00	20	
	246	0	02	10	
	295	0	01	00	
	296	0	00	30	
	294	0	10	20	
	459/283	0	00	20	
	283मिन	0	08	10	
	453/283	0	03	50	
	282	0	01	10	
	275	0	05	00	
	274	0	00	90	
	276	0	04	60	
	277	0	00	60	
	273	0	04	60	

तहसील : माडल		जिला: भीलवाहा		राज्य : राजस्थान	
गांव का नाम	खसरा संख्या	दोत्रफल			बड़े नोटर
		ठेकेटर	एयर	बड़े नोटर	
1	2	3	4	5	
	255मिन	0	04	20	
	270	0	10	10	
	258/1	0	00	20	
	258मिन	0	04	30	
	326मिन	0	00	20	
	268	0	09	90	
	267	0	02	80	
	266	0	00	20	
	327	0	03	90	
	234	0	00	60	
	329	0	00	20	
	328	0	02	70	
	330	0	01	50	
	233	0	06	10	
	232	0	02	00	
	392/231/1	392/231/2			
	392/231/2		0	10	60
	392/231मिन				
	393/231/1	393/231मिन			
	393/231मिन		0	07	50
	230	0	00	20	
	231/1	0	16	00	
	218	0	12	50	
	217	0	08	70	
	216	0	09	00	
	215	0	15	70	
	214	0	04	50	
	192	0	12	60	
	191	0	10	40	
	190	0	02	90	
	438/188	0	20	60	
भगवानपुरा	1344	0	19	40	

तहसील : माडल		जिला: भीलवाड़ा	राज्य : राजस्थान		
गांव का नाम	खसरा संख्या	क्षेत्रफल			
		हेक्टेयर	एकर	बगे मीटर	
1	2	3	4	5	
	4767/1345	0	01	00	
	1345	0	00	20	
	1354	0	15	00	
	1353	0	14	70	
	1359	0	03	60	
	1360	0	14	00	
	1349	0	15	70	
	1361	0	00	30	
	1362	0	24	60	
	1364	0	12	00	
	1366	0	10	70	
	1367मिं	0	10	50	
	1367/1	0	05	40	
	1466	0	26	20	
	1439	0	01	20	
	4878/1429	0	03	80	
	1525	0	06	30	
	1524	0	16	20	
	1612	0	19	50	
	1611	0	06	10	
	1610	0	02	30	
	1626	0	13	30	
	1627	0	00	20	
	4780/1599	0	00	20	
	4928/1598	0	23	80	
	1598	0	02	20	
	1597	0	11	20	
	1593	0	06	20	
	1594	0	06	40	

तहसील : मांडल		जिला: भीलवाड़ा	राज्य : राजस्थान		
गांव का नाम	खसरा संख्या	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर	बगे	
1	2	3	4	5	
	1568	0	27	00	
	1998	0	00	20	
	1999	0	10	80	
	4770/2000	0	01	50	
	2000	0	22	00	
	2001	0	08	70	
	2002	0	00	20	
	2003	0	13	00	
	4759/2080	0	04	20	
	2080	0	15	60	
	2087	0	00	20	
	4880/2103	0	00	40	
	5170/2103	0	00	90	
	2088	0	05	90	
	5188/2089	0	05	90	
	2089	0	02	70	
	2090	0	16	50	
	2067	0	01	20	
	2093	0	01	80	
	2094	0	00	20	
	2092	0	02	50	
	2191	0	03	30	
	2192	0	09	00	
	2204	0	00	80	
	2193	0	00	70	
	2194	0	08	10	
	2205	0	02	40	
	2200	0	02	80	

तहसील : मोडल		जिला: भीलवाड़ा		राज्य : राजस्थान	
गांव का नाम	खासरा संख्या	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
	2195	0	06	80	
	2199	0	04	80	
	2198	0	06	20	
	2214	0	00	20	
	2371	0	01	40	
	2368	0	04	60	
	2367	0	00	40	
	2369	0	06	60	
	2370	0	13	80	
	2360	0	12	10	
	2358	0	01	20	
	2357	0	08	70	
	2356	0	00	20	
	2355	0	02	10	
	2354	0	10	00	
	2351	0	01	90	
	2350	0	16	10	
	2417	0	11	80	
सूरजपुरा	2	0	01	90	
	1	0	00	80	
	4	0	04	10	
	5	0	02	20	
	775/6	0	14	50	
	8	0	01	00	
	7	0	32	00	
	17	0	08	70	
	154	0	05	20	
	153	0	00	40	

तहसील : मांडल		ज़िला: भीलवाड़ा		राज्य : राजस्थान	
गांव का नाम		खसरा संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	बगे मीटर
1	2	3	4	5	
	184	0	07	40	
	185	0	15	50	
	188	0	10	30	
	187	0	01	70	
	181	0	02	30	
	180	0	03	50	
	196	0	01	10	
	205	0	11	70	
	206	0	05	30	
	207	0	11	40	
	210	0	06	00	
	308	0	13	20	
	307	0	04	90	
	306	0	03	60	
	304	0	00	20	
	305	0	03	30	
	302	0	03	30	
	301	0	07	40	
	295	0	00	80	
	354	0	00	70	
	294	0	03	40	
	292	0	05	90	
	293	0	03	20	
	733/284	0	02	10	
	284	0	02	40	
	286	0	00	20	
	282	0	02	30	
	285	0	02	70	

तहसील : मांडल		जिला: भीलवाड़ा	राज्य : राजस्थान		
गांव का नाम	खसरा संख्या	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
	281	0	02	40	
	280	0	01	20	
	278	0	00	20	
	279	0	03	30	
	380	0	04	20	
	16	0	00	20	
	300	0	00	20	
भीमड़ियास	718	0	00	20	
	719	0	01	20	
	720	0	06	10	
	722	0	21	10	
	723	0	00	80	
	724	0	04	90	
	725	0	02	20	
	729	0	11	00	
	733	0	10	40	
	741	0	01	00	
	739	0	01	30	
	740	0	11	30	
	744	0	00	20	
	745	0	06	30	
	757	0	05	60	
	758	0	00	20	
	756	0	10	70	
	760	0	02	30	
	761	0	06	00	
	883	0	09	40	
	886	0	02	00	

तहसील : माडल		जिला: भीलवाड़ा		राज्य : राजस्थान	
गांव का नाम	खसरा संख्या	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
	885	0	05	30	
	884	0	06	70	
	877	0	10	80	
	875	0	07	70	
	869	0	00	20	
	870	0	08	00	
	871	0	03	40	
	873	0	00	30	
	847	0	07	90	
	846	0	03	80	
	845	0	02	60	
	1480/846	0	00	40	
	834	0	07	70	
	844	0	02	10	
	835	0	07	00	
	836	0	00	20	
	832	0	01	70	
	831	0	05	80	
	830	0	10	80	
	1522/1022	0	08	40	
	1014	0	00	20	
	1021	0	04	00	
	1018	0	10	80	
	1020	0	18	10	
	1138	0	07	40	
	1162	0	02	70	
राजपुरा	11	0	00	20	
	12	0	10	80	

तहसील : मोडल		जिला: भीलवाड़ा	राज्य : राजस्थान		
गांव का नाम		खररा संख्या	क्षेत्रफल		
1	2		हेक्टेयर	एयर	वर्ग मीटर
	21		0	0 4	40
	17		0	1 7	70
	19		0	0 1	30
	18		0	0 2	70
	20		0	0 3	90
थोबकाखेड़ा	19		0	1 2	40
	16		0	0 0	70
	183/20		0	3 9	50
	15/1		0	0 0	60
	15/2		0	2 5	60
	27		0	0 7	40
	28		0	1 4	30
	30		0	0 0	40
	31		0	0 1	10
	32		0	1 1	20
	33		0	0 9	80
	104		0	1 2	60
	115		0	2 9	30
	114		0	0 7	40
	174/114		0	0 9	70
	189/110		0	0 4	50
	190/148		0	1 1	40
आबोला	320		0	1 6	20
	343		0	0 0	40
	342		0	0 3	70
	341		0	0 6	30
	321		0	0 8	00
	313		0	0 3	40

तहसील : माडल		ज़िला: भीलवाड़ा	राज्य : राजस्थान		
गांव का नाम	खसरा संख्या	क्षेत्रफल			वर्गे मीटर
		हेक्टेयर	एयर	वर्गे मीटर	
1	2	3	4	5	
	312	0	17	20	
	311	0	14	40	
	310	0	12	20	
	309	0	28	80	
	324	0	04	20	
	325	0	00	80	
	865	0	06	60	
	1237/868	0	08	90	
	875	0	18	50	
	876	0	13	70	
	1220/876	0	10	80	
	904	0	08	50	
	903	0	08	10	
	902	0	08	60	
	1193/902	0	06	60	
	899	0	00	40	
	906	0	20	40	
	895	0	11	60	
	894	0	00	20	
	937	0	05	20	
	908	0	04	30	
	909	0	12	60	
	910	0	05	20	
	911	0	13	00	
	913	0	11	60	
	925	0	23	90	
	920	0	39	00	
	1127	0	01	80	

तहसील : माडल		जिला: भीलवाड़ा	राज्य : राजस्थान		
गांव का नाम		खसरा संख्या	क्षेत्रफल		
1	2		हेक्टेयर	एयर	वर्ग मीटर
	भालडीखेड़ा	297	0	17	60
		300	0	09	00
		298	0	08	00
		301	0	11	00
		304मिन	0	07	10
		338/1	0	07	10
		338मिन	0	02	00
		337	0	02	70
		403	0	05	90
		404	0	02	00
		402	0	01	20
		400	0	08	90
		407	0	00	20
		399	0	00	30
		408	0	08	60
		406	0	00	90
		419	0	05	10
		410	0	06	00
		418	0	16	10
		417	0	03	50
		653	0	10	30
		625	0	13	00
		624	0	00	20
		627	0	15	60
		633	0	00	20
		632	0	01	40
		631	0	30	40
		630	0	01	10

तहसील : मोडल		जिला: भीलवाड़ा	राज्य : राजस्थान		
गांव का नाम	असरा संख्या	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
	638	0	02	30	
भादू	2855/1320	0	16	70	
	2850/1320	0	26	30	
	2901/1320	0	17	10	
	2985/1320	0	16	70	
	2984/1320	0	03	50	
	2982/1320	0	20	40	
	1298	0	15	20	
	1308	0	00	60	
	1299	0	04	20	
	1300	0	07	60	
	1301	0	02	00	
	18	0	19	80	
	19	0	02	00	
	158	0	00	80	
	159	0	10	10	
	155	0	00	20	
	161	0	07	10	
	162/1	0	00	20	
	163	0	09	70	
	165	0	01	50	
	170	0	09	00	
	169	0	03	80	
	168	0	03	90	
	167	0	02	20	
	199	0	00	50	
	480	0	23	30	
	477	0	07	40	

तहसील : मोडल		जिला: भीलवाड़ा	राज्य : राजस्थान		
गांव का नाम		खसरा संख्या	क्षेत्रफल		
1	2		हेक्टेयर	एयर	वर्ग मीटर
	476		0	11	70
	475		0	00	20
	518		0	02	80
	523		0	00	30
	524		0	10	80
	526		0	01	30
	527		0	06	70
	529		0	02	90
	573		0	07	20
	572		0	13	40
	571		0	08	90
	576		0	04	50
	567		0	08	20
	566		0	11	60
	613		0	00	20
	614		0	03	00
	612		0	00	20
	615		0	07	10
	616		0	09	50
	627		0	08	90
	617		0	03	80
	625		0	09	00
	622		0	00	20
	623		0	00	20
	630		0	00	20
	624		0	04	80
	631		0	07	70
	731		0	00	40

तहसील : मोडल		ज़िला: भीलवाड़ा	राज्य : राजस्थान		
गांव का नाम		खसरा संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	
	729	0	00	20	
	735	0	14	20	
	777	0	16	30	
	778	0	02	70	
	780	0	18	00	
	783	0	00	20	
	784	0	04	50	
	786	0	01	90	
	785	0	09	20	
	790	0	00	20	
	791	0	13	90	
	792	0	03	10	
	793	0	09	70	
	797	0	16	40	
	796	0	11	20	
	795	0	03	10	
	2934/704	0	06	60	
	2862/2290	0	04	20	
	2821/2290	0	06	50	
	2914/2290	0	10	80	
	2916/2290	0	23	00	
	2926/2290	0	43	40	
	2840/2290	0	19	80	
	2837/2290	0	38	90	
	2853/2290	0	30	10	
	2924/2290	0	24	30	
	2292मिन	0	07	50	
	2834/2292	0	12	90	

तहसील : मोडल		जिला: भीलवाड़ा	राज्य : राजस्थान		
गांव का नाम	खसरा संख्या	क्षेत्रफल			वगे मीटर
		हेक्टेयर	एयर	वगे मीटर	
1	2	3	4	5	
	2684/2292	0	11	20	
घोड़ास	1806	0	02	70	
	1807	0	18	40	
	1809	0	07	30	
	1810	0	04	60	
	1803	0	11	10	
	2073/1	0	00	40	
	2128	0	00	40	
	2133	0	05	90	
	2134	0	08	60	
	2136	0	00	70	
	2135	0	12	40	
	2149	0	11	20	
	2148	0	00	20	
	2155	0	10	40	
	2161/1	0	00	20	
	2162	0	11	70	
	2178	0	00	50	
	2177	0	04	70	
	2176	0	07	80	
	2175	0	00	20	
	2173	0	10	70	
	2216	0	05	60	
	2218	0	01	00	
	2217	0	06	10	
	2274/1	0	00	60	
	2274/2	0	04	80	
	2288	0	00	90	
	2289	0	02	60	

तहसील : मोडल		ज़िला: भीलवाहा		राज्य : राजस्थान	
गांव का नाम	असदा संख्या	कोट्रफल			वर्ग मीटर
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
	2291	0	06	20	
	2302	0	07	20	
	2303	0	01	00	
	2318	0	06	10	
	2317	0	03	80	
	2319	0	09	10	
	2320	0	02	50	
	2321	0	04	40	
	2334/1	0	01	80	
	2333	0	04	00	
	2332	0	05	80	
	2348/1	0	04	70	
	2348/2	0	00	20	
	2349	0	05	40	
	2350	0	09	50	
	2358	0	01	00	
	2352	0	00	30	
	2351	0	08	20	
पीथास	153	0	01	40	
	152	0	00	20	
	154	0	28	80	
	155	0	07	80	
	108	0	09	90	
	107	0	09	60	
	113	0	00	50	
	112	0	02	80	
	56	0	01	60	
	57	0	10	20	

संक्षील : मोडल		जिला: भीलवाड़ा	राज्य : राजस्थान		
ग्राम का नाम	खसरा संख्या	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर	वर्ग मीटर	
	1	2	3	4	5
		62	0	14	40
		61	0	11	20
		590	0	13	50
		593	0	12	50
		594	0	04	70
		596	0	18	60
		693	0	01	30
		604	0	06	30
		689	0	07	00
		688	0	09	30
		687	0	00	20
		682	0	00	80
		683	0	06	70
		674	0	10	20
		754	0	00	20
		755	0	04	40
		757	0	07	30
		761	0	08	20
		774	0	00	80
		789	0	08	50
		791	0	00	20
		788	0	08	20
		786	0	00	30
		797	0	01	00
		795	0	00	20
		798	0	06	00
		799	0	07	10
		796	0	01	10

तहसील : माठल		जिला: अलंवाडा	राज्य : खजस्थान		
गांव का नाम	खसरा संख्या	कोट्रफल			वर्ग मीट्र
		हेक्टेयर	एयर	वर्ग मीट्र	
1	2	3	4	5	
	800	0	00	20	
	2134	0	12	10	
	2142	0	00	20	
	2149	0	04	30	
	2150	0	08	70	
	2151	0	02	10	
	2153	0	06	40	
	2152	0	13	50	
	2179	0	05	40	
	2191	0	08	70	
	2159	0	00	20	
	2192	0	09	80	
	2262	0	08	30	
	2264	0	00	80	
	2263	0	10	50	
	2259	0	09	40	
	2254	0	15	90	
	2252	0	12	00	
	2251	0	08	30	
	2245	0	07	20	
	2226	0	01	80	
	2227	0	13	10	
	2244	0	00	20	
	2230	0	07	10	
	2334	0	05	60	
	2335	0	02	60	
	2337	0	12	60	
अमरगढ़	1281	0	05	10	

तहसील : मांडल		ज़िला: भीलवाड़ा	राज्य : राजस्थान		
गांव का नाम	खसरा संख्या	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
	1284	0	12	00	
	1283	0	02	50	
	1293	0	01	50	
	1288	0	25	80	
	1289	0	02	60	
	1356	0	10	30	
	1355मिन	0	17	70	
	1354	0	14	30	
	1353	0	01	20	
	1352	0	02	50	
	1350	0	09	10	
	1385	0	04	80	
	1387	0	06	50	
	1386	0	00	20	
	1388	0	13	40	
	1392	0	06	70	
	1391	0	05	30	
	1393	0	01	20	
	1394	0	12	30	
	1395	0	23	60	
	1608	0	19	30	
	1604	0	01	10	
	1609	0	06	20	
	1610	0	07	10	
	1611	0	06	30	
	1612	0	07	10	
	1618/1	0	15	30	
	1617	0	07	60	

तहसील : मांडल		ज़िला: भीलवाड़ा		राज्य : राजस्थान	
गांव का नाम		खसरा संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	बगे मीटर
1	2	3	4	5	
	1616	0	08	70	
	1615	0	17	50	
	1720	0	14	40	
	1717	0	00	20	
	1715	0	19	20	
	1716	0	08	10	
	1666	0	07	20	
	1665	0	02	00	
	1664	0	05	30	
	1649	0	05	40	
	1663	0	08	80	
	1661	0	09	10	
	1658	0	05	00	
	1657	0	02	00	
	1659	0	05	70	

[फा. सं. आर-25011/31/2004-ओ.आर-1]

रेणुका कुमार, अवर सचिव

New Delhi, the 11th January, 2005

S. O. 156.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of petroleum products in Rajasthan State from Beawar to Chittaurgarh a "Branch Pipeline to Chittaurgarh from Sidhpur-Sanganer Pipeline", should be laid by the Indian Oil Corporation Limited.

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification.

Now, therefore, in exercise of the powers conferred by Sub-Section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification issued under sub-section(1) of Section 3 of the said Act, as published in the Gazette

of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land, to Shri O. P. Gupta, Competent Authority (Rajasthan), Indian Oil Corporation Limited (Pipelines division), 33, Muktanand Nagar, Gopalpura Bye-pass, Jaipur – 302018, (Rajasthan).

SCHEDULE

Tehsil : MANDAL		District : BHILWARA		State : RAJASTHAN		
Name of the Village	Khasara No.	Area			Sq.mtr.	
		Hectare	Are			
1	2	3	4	5		
HISANIYA	1188	0	03	90		
	1187	0	36	50		
	1200	0	05	10		
	1214	0	05	80		
	1216	0	02	30		
	1213	0	09	60		
	1222	0	00	30		
	1225	0	03	40		
	1224	0	08	90		
	1235	0	09	20		
	1247	0	00	20		
	1236	0	09	50		
	1242	0	04	50		
	1241	0	12	50		
	1239	0	01	80		
	1317	0	06	70		
	1315	0	00	60		
	1316	0	07	50		
	1325	0	11	80		
	1326	0	00	80		
	1327	0	01	20		
	1309	0	08	70		
	2026/1310	0	04	10		
	1981/1300	0	16	20		
	1300	0	11	40		

Tehsil : MANDAL		District : BHILWARA	State : RAJASTHAN		
Name of the Village	Khasara No.	Area			Sq.mtr.
		Hectare	Are	5	
1	2	3	4	5	
	1302	0	20	70	
	1786	0	22	20	
	1823	0	10	60	
	1824	0	00	60	
	1822	0	10	20	
	1839	0	08	90	
	1836	0	00	20	
	1850	0	10	10	
	1838	0	00	20	
	1851	0	05	40	
	1852	0	04	00	
	1847	0	11	40	
	1899	0	09	30	
	1903	0	00	20	
	1900	0	02	90	
	1902	0	09	80	
	1930	0	05	60	
	1923	0	16	10	
	1919	0	10	70	
	1925	0	00	20	
	1918	0	07	40	
	1914Min	0	00	20	
	1965	0	00	30	
	1967	0	00	20	
	2057/1989	0	17	30	
	1968	0	01	70	
SODANPURA	104	0	03	70	
	103	0	08	70	
	110	0	01	10	
	102	0	00	30	

Tehsil : MANDAL		District : BHILWARA	State : RAJASTHAN		
Name of the Village		Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	
	111	0	09	30	
	116	0	02	90	
	115	0	06	10	
	504/124Min	0	00	50	
	122	0	01	50	
	121	0	08	10	
	506/124Min	0	05	30	
	507/126	0	05	40	
	128	0	16	50	
	140/1	0	12	90	
	142	0	00	20	
	140Min	0	09	40	
	139	0	04	70	
	141	0	05	50	
	152	0	00	20	
	246	0	02	10	
	295	0	01	00	
	296	0	00	30	
	294	0	10	20	
	459/283	0	00	20	
	283Min	0	08	10	
	453/283	0	03	50	
	282	0	01	10	
	275	0	05	00	
	274	0	00	90	
	276	0	04	60	
	277	0	00	60	
	273	0	04	60	

Tehsil : MANDAL		District : BHILWARA	State : RAJASTHAN		
Name of the Village	Khasara No.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	255Min	0	04	20	
	270	0	10	10	
	258/1	0	00	20	
	258Min	0	04	30	
	326Min	0	00	20	
	268	0	09	90	
	267	0	02	80	
	266	0	00	20	
	327	0	03	90	
	234	0	00	60	
	329	0	00	20	
	328	0	02	70	
	330	0	01	50	
	233	0	06	10	
	232	0	02	00	
	392/231/1	}	10	60	
	392/231/2				
	392/231Min				
	393/231/1	}	07	50	
	393/231Min				
	230	0	00	20	
	231/1	0	16	00	
	218	0	12	50	
	217	0	08	70	
	216	0	09	00	
	215	0	15	70	
	214	0	04	50	
	192	0	12	60	
	191	0	10	40	
	190	0	02	90	
	438/188	0	20	60	
BHAGWANPURA	1344	0	19	40	

Tehsil : MANDAL		District : BHILWARA		State : RAJASTHAN	
Name of the Village	Khasara No.	Area			Sq.mtr.
		Hectare	Are	5	
1	2	3	4	5	
	4767/1345	0	01	00	
	1345	0	00	20	
	1354	0	15	00	
	1353	0	14	70	
	1359	0	03	60	
	1360	0	14	00	
	1349	0	15	70	
	1361	0	00	30	
	1362	0	24	60	
	1364	0	12	00	
	1366	0	10	70	
	1367Min	0	10	50	
	1367/1	0	05	40	
	1466	0	26	20	
	1439	0	01	20	
	4878/1429	0	03	80	
	1525	0	06	30	
	1524	0	16	20	
	1612	0	19	50	
	1611	0	06	10	
	1610	0	02	30	
	1626	0	13	30	
	1627	0	00	20	
	4780/1599	0	00	20	
	4928/1598	0	23	80	
	1598	0	02	20	
	1597	0	11	20	
	1593	0	06	20	
	1594	0	06	40	

Tehsil : MANDAL		District : BHILWARA	State : RAJASTHAN		
Name of the Village	Khasara No.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	1568	0	27	00	
	1998	0	00	20	
	1999	0	10	80	
	4770/2000	0	01	50	
	2000	0	22	00	
	2001	0	08	70	
	2002	0	00	20	
	2003	0	13	00	
	4759/2080	0	04	20	
	2080	0	15	60	
	2087	0	00	20	
	4880/2103	0	00	40	
	5170/2103	0	00	90	
	2088	0	05	90	
	5188/2089	0	05	90	
	2089	0	02	70	
	2090	0	16	50	
	2067	0	01	20	
	2093	0	01	80	
	2094	0	00	20	
	2092	0	02	50	
	2191	0	03	30	
	2192	0	09	00	
	2204	0	00	80	
	2193	0	00	70	
	2194	0	08	10	
	2205	0	02	40	
	2200	0	02	80	

Tehsil : MANDAL		District : BHILWARA		State : RAJASTHAN		
Name of the Village	Khasara No.	Area			Sq.mtr.	
		Hectare	Are	5		
1	2	3	4	5		
	2195	0	06	80		
	2199	0	04	80		
	2198	0	06	20		
	2214	0	00	20		
	2371	0	01	40		
	2368	0	04	60		
	2367	0	00	40		
	2369	0	06	60		
	2370	0	13	80		
	2360	0	12	10		
	2358	0	01	20		
	2357	0	08	70		
	2356	0	00	20		
	2355	0	02	10		
	2354	0	10	00		
	2351	0	01	90		
	2350	0	16	10		
	2417	0	11	80		
SURAJPURA	2	0	01	90		
	1	0	00	80		
	4	0	04	10		
	5	0	02	20		
	775/6	0	14	50		
	8	0	01	00		
	7	0	32	00		
	17	0	08	70		
	154	0	05	20		
	153	0	00	40		

Tehsil : MANDAL		District : BHILWARA		State : RAJASTHAN		
Name of the Village	Khasara No.	Area				
		Hectare	Are	Sq.mtr.		
1	2	3	4	5		
	184	0	07	40		
	185	0	15	50		
	188	0	10	30		
	187	0	01	70		
	181	0	02	30		
	180	0	03	50		
	196	0	01	10		
	205	0	11	70		
	206	0	05	30		
	207	0	11	40		
	210	0	06	00		
	308	0	13	20		
	307	0	04	90		
	306	0	03	60		
	304	0	00	20		
	305	0	03	30		
	302	0	03	30		
	301	0	07	40		
	295	0	00	80		
	354	0	00	70		
	294	0	03	40		
	292	0	05	90		
	293	0	03	20		
	733/284	0	02	10		
	284	0	02	40		
	286	0	00	20		
	282	0	02	30		
	285	0	02	70		

Tehsil : MANDAL		District : BHILWARA		State : RAJASTHAN		
Name of the Village	Khasara No.	Area			Sq.mtr.	
		Hectare	Are	5		
1	2	3	4	5		
	281	0	02	40		
	280	0	01	20		
	278	0	00	20		
	279	0	03	30		
	380	0	04	20		
	16	0	00	20		
	300	0	00	20		
BHIMADIYAS	718	0	00	20		
	719	0	01	20		
	720	0	06	10		
	722	0	21	10		
	723	0	00	80		
	724	0	04	90		
	725	0	02	20		
	729	0	11	00		
	733	0	10	40		
	741	0	01	00		
	739	0	01	30		
	740	0	11	30		
	744	0	00	20		
	745	0	06	30		
	757	0	05	60		
	758	0	00	20		
	756	0	10	70		
	760	0	02	30		
	761	0	06	00		
	883	0	09	40		
	886	0	02	00		

Tehsil : MANDAL		District : BHILWARA	State : RAJASTHAN		
Name of the Village	Khasara No.	Area			Sq.mtr.
		Hectare	Are		
1	2	3	4	5	
	885	0	05	30	
	884	0	06	70	
	877	0	10	80	
	875	0	07	70	
	869	0	00	20	
	870	0	08	00	
	871	0	03	40	
	873	0	00	30	
	847	0	07	90	
	846	0	03	80	
	845	0	02	60	
	1480/846	0	00	40	
	834	0	07	70	
	844	0	02	10	
	835	0	07	00	
	836	0	00	20	
	832	0	01	70	
	831	0	05	80	
	830	0	10	80	
	1522/1022	0	08	40	
	1014	0	00	20	
	1021	0	04	00	
	1018	0	10	80	
	1020	0	18	10	
	1138	0	07	40	
	1162	0	02	70	
RAJPURA	11	0	00	20	
	12	0	10	80	

Tehsil : MANDAL		District : BHILWARA	State : RAJASTHAN		
Name of the Village	Khasara No.	Area			Sq.mtr.
		Hectare	Are		
1	2	3	4	5	
	21	0	04	40	
	17	0	17	70	
	19	0	01	30	
	18	0	02	70	
	20	0	03	90	
THOB KA KHERA	19	0	12	40	
	16	0	00	70	
	183/20	0	39	50	
	15/1	0	00	60	
	15/2	0	25	60	
	27	0	07	40	
	28	0	14	30	
	30	0	00	40	
	31	0	01	10	
	32	0	11	20	
	33	0	09	80	
	104	0	12	60	
	115	0	29	30	
	114	0	07	40	
	174/114	0	09	70	
	189/110	0	04	50	
	190/148	0	11	40	
THABOLA	320	0	16	20	
	343	0	00	40	
	342	0	03	70	
	341	0	06	30	
	321	0	08	00	
	313	0	03	40	

Tehsil : MANDAL		District : BHILWARA	State : RAJASTHAN		
Name of the Village	Khasara No.	Area			Sq.mtr.
		Hectare	Are		
1	2	3	4	5	
	312	0	17	20	
	311	0	14	40	
	310	0	12	20	
	309	0	28	80	
	324	0	04	20	
	325	0	00	80	
	865	0	06	60	
	1237/868	0	08	90	
	875	0	18	50	
	876	0	13	70	
	1220/876	0	10	80	
	904	0	08	50	
	903	0	08	10	
	902	0	08	60	
	1193/902	0	06	60	
	899	0	00	40	
	906	0	20	40	
	895	0	11	60	
	894	0	00	20	
	937	0	05	20	
	908	0	04	30	
	909	0	12	60	
	910	0	05	20	
	911	0	13	00	
	913	0	11	60	
	925	0	23	90	
	920	0	39	00	
	1127	0	01	80	

Tehsil : MANDAL		District : BHILWARA	State : RAJASTHAN		
Name of the Village	Khasara No.	Area			Sq.mtr.
		Hectare	Are	5	
1	2	3	4	5	
BHALARI KHERA	297	0	17	60	
	300	0	09	00	
	298	0	08	00	
	301	0	11	00	
	304Min	0	07	10	
	338/1	0	07	10	
	338Min	0	02	00	
	337	0	02	70	
	403	0	05	90	
	404	0	02	00	
	402	0	01	20	
	400	0	08	90	
	407	0	00	20	
	399	0	00	30	
	408	0	08	60	
	406	0	00	90	
	419	0	05	10	
	410	0	06	00	
	418	0	16	10	
	417	0	03	50	
	653	0	10	30	
	625	0	13	00	
	624	0	00	20	
	627	0	15	60	
	633	0	00	20	
	632	0	01	40	
	631	0	30	40	
	630	0	01	10	

Tehsil : MANDAL		District : BHILWARA	State : RAJASTHAN		
Name of the Village	Khasara No.	Area			Sq.mtr.
		Hectare	Are		
1	2	3	4	5	
	638	0	02	30	
BHADU	2855/1320	0	16	70	
	2850/1320	0	26	30	
	2901/1320	0	17	10	
	2985/1320	0	16	70	
	2984/1320	0	03	50	
	2982/1320	0	20	40	
	1298	0	15	20	
	1308	0	00	60	
	1299	0	04	20	
	1300	0	07	60	
	1301	0	02	00	
	18	0	19	80	
	19	0	02	00	
	158	0	00	80	
	159	0	10	10	
	155	0	00	20	
	161	0	07	10	
	162/1	0	00	20	
	163	0	09	70	
	165	0	01	50	
	170	0	09	00	
	169	0	03	80	
	168	0	03	90	
	167	0	02	20	
	199	0	00	50	
	480	0	23	30	
	477	0	07	40	

Tehsil : MANDAL		District : BHILWARA	State : RAJASTHAN		
Name of the Village	Khasara No.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	476	0	11	70	
	475	0	00	20	
	518	0	02	80	
	523	0	00	30	
	524	0	10	80	
	526	0	01	30	
	527	0	06	70	
	529	0	02	90	
	573	0	07	20	
	572	0	13	40	
	571	0	08	90	
	576	0	04	50	
	567	0	08	20	
	566	0	11	60	
	613	0	00	20	
	614	0	03	00	
	612	0	00	20	
	615	0	07	10	
	616	0	09	50	
	627	0	08	90	
	617	0	03	80	
	625	0	09	00	
	622	0	00	20	
	623	0	00	20	
	630	0	00	20	
	624	0	04	80	
	631	0	07	70	
	731	0	00	40	

Tehsil : MANDAL		District : BHILWARA	State : RAJASTHAN		
Name of the Village	Khasara No.	Area			Sq.mtr.
		Hectare	Are	5	
1	2	3	4	5	
	729	0	00	20	
	735	0	14	20	
	777	0	16	30	
	778	0	02	70	
	780	0	18	00	
	783	0	00	20	
	784	0	04	50	
	786	0	01	90	
	785	0	09	20	
	790	0	00	20	
	791	0	13	90	
	792	0	03	10	
	793	0	09	70	
	797	0	16	40	
	796	0	11	20	
	795	0	03	10	
	2934/704	0	06	60	
	2862/2290	0	04	20	
	2821/2290	0	06	50	
	2914/2290	0	10	80	
	2916/2290	0	23	00	
	2926/2290	0	43	40	
	2840/2290	0	19	80	
	2837/2290	0	38	90	
	2853/2290	0	30	10	
	2924/2290	0	24	30	
	2292Min	0	07	50	
	2834/2292	0	12	90	

Tehsil : MANDAL		District : BHILWARA	State : RAJASTHAN		
Name of the Village	Khasara No.	Area			Sq.mtr.
		Hectare	Are		
1	2	3	4	5	
	2684/2292	0	11	20	
GHORAS	1806	0	02	70	
	1807	0	18	40	
	1809	0	07	30	
	1810	0	04	60	
	1803	0	11	10	
	2073/1	0	00	40	
	2128	0	00	40	
	2133	0	05	90	
	2134	0	08	60	
	2136	0	00	70	
	2135	0	12	40	
	2149	0	11	20	
	2148	0	00	20	
	2155	0	10	40	
	2161/1	0	00	20	
	2162	0	11	70	
	2178	0	00	50	
	2177	0	04	70	
	2176	0	07	80	
	2175	0	00	20	
	2173	0	10	70	
	2216	0	05	60	
	2218	0	01	00	
	2217	0	06	10	
	2274/1	0	00	60	
	2274/2	0	04	80	
	2288	0	00	90	
	2289	0	02	60	

Tehsil : MANDAL		District : BHILWARA	State : RAJASTHAN		
Name of the Village	Khasara No.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	2291	0	06	20	
	2302	0	07	20	
	2303	0	01	00	
	2318	0	06	10	
	2317	0	03	80	
	2319	0	09	10	
	2320	0	02	50	
	2321	0	04	40	
	2334/1	0	01	80	
	2333	0	04	00	
	2332	0	05	80	
	2348/1	0	04	70	
	2348/2	0	00	20	
	2349	0	05	40	
	2350	0	09	50	
	2358	0	01	00	
	2352	0	00	30	
	2351	0	08	20	
PITHAS	153	0	01	40	
	152	0	00	20	
	154	0	28	80	
	155	0	07	80	
	108	0	09	90	
	107	0	09	60	
	113	0	00	50	
	112	0	02	80	
	56	0	01	60	
	57	0	10	20	

Tehsil : MANDAL		District : BHILWARA	State : RAJASTHAN		
Name of the Village	Khasara No.	Area			Sq.mtr.
		Hectare	Are	5	
1	2	3	4	5	
	62	0	14	40	
	61	0	11	20	
	590	0	13	50	
	593	0	12	50	
	594	0	04	70	
	596	0	18	60	
	693	0	01	30	
	604	0	06	30	
	689	0	07	00	
	688	0	09	30	
	687	0	00	20	
	682	0	00	80	
	683	0	06	70	
	674	0	10	20	
	754	0	00	20	
	755	0	04	40	
	757	0	07	30	
	761	0	08	20	
	774	0	00	80	
	789	0	08	50	
	791	0	00	20	
	788	0	08	20	
	786	0	00	30	
	797	0	01	00	
	795	0	00	20	
	798	0	06	00	
	799	0	07	10	
	796	0	01	10	

Tehsil : MANDAL		District : BHILWARA		State : RAJASTHAN		
Name of the Village	Khasara No.	Area			Sq.mtr.	
		Hectare	Are	5		
1	2	3	4	5		
	800	0	00	20		
	2134	0	12	10		
	2142	0	00	20		
	2149	0	04	30		
	2150	0	08	70		
	2151	0	02	10		
	2153	0	06	40		
	2152	0	13	50		
	2179	0	05	40		
	2191	0	08	70		
	2159	0	00	20		
	2192	0	09	80		
	2262	0	08	30		
	2264	0	00	80		
	2263	0	10	50		
	2259	0	09	40		
	2254	0	15	90		
	2252	0	12	00		
	2251	0	08	30		
	2245	0	07	20		
	2226	0	01	80		
	2227	0	13	10		
	2244	0	00	20		
	2230	0	07	10		
	2334	0	05	60		
	2335	0	02	60		
	2337	0	12	60		
AMARGARH	1281	0	05	10		

Tehsil : MANDAL		District : BHILWARA	State : RAJASTHAN		
Name of the Village	Khasara No.	Area			Sq.mtr.
		Hectare	Are	5	
1	2	3	4	5	
	1284	0	12	00	
	1283	0	02	50	
	1293	0	01	50	
	1288	0	25	80	
	1289	0	02	60	
	1356	0	10	30	
	1355Min	0	17	70	
	1354	0	14	30	
	1353	0	01	20	
	1352	0	02	50	
	1350	0	09	10	
	1385	0	04	80	
	1387	0	06	50	
	1386	0	00	20	
	1388	0	13	40	
	1392	0	06	70	
	1391	0	05	30	
	1393	0	01	20	
	1394	0	12	30	
	1395	0	23	60	
	1608	0	19	30	
	1604	0	01	10	
	1609	0	06	20	
	1610	0	07	10	
	1611	0	06	30	
	1612	0	07	10	
	1618/1	0	15	30	
	1617	0	07	60	

Tehsil : MANDAL		District : BHILWARA		State : RAJASTHAN		
Name of the Village	Khasara No.	Area				
		Hectare	Are	Sq.mtr.		
1	2	3	4	5		
	1616	0	08	70		
	1615	0	17	50		
	1720	0	14	40		
	1717	0	00	20		
	1715	0	19	20		
	1716	0	08	10		
	1666	0	07	20		
	1665	0	02	00		
	1664	0	05	30		
	1649	0	05	40		
	1663	0	08	80		
	1661	0	09	10		
	1658	0	05	00		
	1657	0	02	00		
	1659	0	05	70		

[No. R-25011/31/2004-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 11 जनवरी, 2005

का. आ. 157.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि राजस्थान राज्य में ब्यावर से चित्तौड़गढ़ तक पैट्रोलियम उत्पादों के परिवहन के लिए इण्डियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा ‘सिद्धपुर-सांगानेर पाइपलाइन से चित्तौड़गढ़ तक ब्रान्च लाईन’ के कार्यान्वयन हेतु एक शास्त्रा पाइपलाइन बिछाई जानी चाहिए।

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि में, जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए।

अतः अब, केन्द्रीय सरकार, पैट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 क्र 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने

के संबंध में श्री ओ. पी. गुप्ता, सक्षम प्राधिकरी, (राजस्थान), इण्डियन ऑयल कॉर्पोरेशन लिमिटेड (पाइपलाइन्स प्रभाग), 33, मुकतानब्द नगर, गोपालपुर बाईपास, जयपुर - 302018 (राजस्थान) को
लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : राशनी		जिला : चित्तौड़गढ़		राज्य : राजस्थान	
गांव का नाम	खसरा संख्या	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
बेवरीया	327	0	02	00	
	328	0	09	80	
	330	0	00	20	
	329	0	15	70	
	336	0	03	00	
	333	0	02	40	
	335	0	06	70	
	338	0	22	70	
	371	0	08	10	
	370	0	07	10	
	478मिन	0	14	30	
	479	0	11	20	
	490	0	16	10	
	492	0	03	70	
	489	0	03	40	
	777	0	17	70	
	764	0	00	90	
	785	0	11	00	
	786	0	00	60	
	761	0	02	00	
	762	0	05	80	
	765	0	00	20	
	757	0	06	30	
	758	0	02	20	
	756	0	03	20	
	753	0	00	80	
	754	0	05	50	
	821	0	09	80	
	823	0	20	20	

तहसील : राशमी		जिला : चित्तौड़गढ़		राज्य : राजस्थान	
गांव का नाम	खसरा संख्या	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
	831	0	10	70	
	830	0	11	70	
	834	0	00	20	
	1163	0	15	50	
	1162	0	02	20	
	1088	0	11	20	
	1103	0	10	10	
	1129	0	01	20	
	1123	0	00	40	
	1128	0	13	40	
	1127	0	01	00	
	1124	0	13	60	
	1116	0	00	40	
	1117	0	00	20	
	1125	0	01	30	
	1290	0	05	20	
	1296	0	00	20	
	1295	0	01	90	
	1291	0	01	40	
	1294	0	02	20	
	1293	0	08	40	
	1304	0	03	30	
	1303	0	08	90	
	1329	0	04	50	
	1330	0	10	10	
	1837	0	00	90	
माताजी का मण्डपीया	136	0	10	80	
	134	0	24	80	
	146	0	06	30	
	147	0	00	20	
	249	0	27	90	

तहसील : राशमी		जिला : चित्तौड़गढ़		राज्य : राजस्थान	
गांव का नाम	खसरा संख्या	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
	250	0	01	40	
	251	0	07	60	
	258	0	00	20	
	243	0	01	10	
	242	0	11	30	
	260	0	08	30	
	259	0	00	20	
	261	0	23	30	
	262	0	10	80	
	265	0	02	50	
	267	0	00	90	
	266	0	10	30	
	415	0	02	20	
	417	0	14	80	
	420	0	01	00	
	419	0	09	40	
	418	0	17	50	

[पा. स. आर-25011/31/2004-ओ.आर-1]

रेणुका कुमार, अवर मन्त्री

New Delhi the 11th January, 2005

S.O. 157.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of petroleum products in Rajasthan State from Beawar to Chittaurgarh a "Branch Pipeline to Chittaurgarh from Sidhpur-Sanganer Pipeline", should be laid by the Indian Oil Corporation Limited.

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification.

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification issued under sub-section(1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land, to Shri O. P. Gupta, Competent Authority (Rajasthan), Indian Oil Corporation Limited (Pipelines division), 33, Muktanand Nagar, Gopalpura Bye-pass, Jaipur – 302018, (Rajasthan).

SCHEDULE

Tehsil : RASHMI		District : CHITTAURGARH	State : RAJASTHAN		
Name of the Village	Khasara No.	Area			Sq.mtr.
		Hectare	Are		
1	2	3	4	5	
NEVERIYA	327	0	02	00	
	328	0	09	80	
	330	0	00	20	
	329	0	15	70	
	336	0	03	00	
	333	0	02	40	
	335	0	06	70	
	338	0	22	70	
	371	0	08	10	
	370	0	07	10	
	478Min	0	14	30	
	479	0	11	20	
	490	0	16	10	
	492	0	03	70	
	489	0	03	40	
	777	0	17	70	
	764	0	00	90	
	785	0	11	00	
	786	0	00	60	
	761	0	02	00	
	762	0	05	80	
	765	0	00	20	
	757	0	06	30	
	758	0	02	20	

Tehsil : RASHMI		District : CHITTAURGARH		State : RAJASTHAN		
Name of the Village	Khasara No.	Area				
		Hectare	Are	Sq.mtr.		
1	2	3	4	5		
	756	0	03	20		
	753	0	00	80		
	754	0	05	50		
	821	0	09	80		
	823	0	20	20		
	831	0	10	70		
	830	0	11	70		
	834	0	00	20		
	1163	0	15	50		
	1162	0	02	20		
	1088	0	11	20		
	1103	0	10	10		
	1129	0	01	20		
	1123	0	00	40		
	1128	0	13	40		
	1127	0	01	00		
	1124	0	13	60		
	1116	0	00	40		
	1117	0	00	20		
	1125	0	01	30		
	1290	0	05	20		
	1296	0	00	20		
	1295	0	01	90		
	1291	0	01	40		
	1294	0	02	20		
	1293	0	08	40		
	1304	0	03	30		
	1303	0	08	90		
	1329	0	04	50		
	1330	0	10	10		
	1837	0	00	90		
MATA JEE KA MANDPIYA	136	0	10	80		
	134	0	24	80		

Tehsil : RASHMI		District : CHITTAURGARH		State : RAJASTHAN		
Name of the Village	Khasara No.	Area				
		Hectare	Are	Sq.mtr.		
1	2	3	4	5		
	146	0	06	30		
	147	0	00	20		
	249	0	27	90		
	250	0	01	40		
	251	0	07	60		
	258	0	00	20		
	243	0	01	10		
	242	0	11	30		
	260	0	08	30		
	259	0	00	20		
	261	0	23	30		
	262	0	10	80		
	265	0	02	50		
	267	0	00	90		
	266	0	10	30		
	415	0	02	20		
	417	0	14	80		
	420	0	01	00		
	419	0	09	40		
	418	0	17	50		

[No. R-25011/31/2004-O.R.-I]

RENUKA KUMAR, Under Secy.

नई दिल्ली, 12 जनवरी, 2005

का. आ. 158.—। केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाकसू से होती हुई अपरिष्कृत तेल के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ।

और केन्द्रीय सरकार को यह प्रतीत होता है कि ऐसी पाइपलाइनें बिछाने के लिये उसे भूमि में जो इस अधिसूचना से सलंगन अनुसूची में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन करना आवश्यक है ;

अतः अब, केन्द्रीय सरकार, पैट्रोलियम और खनिज पाइपलाइन(भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962(1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

रक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाईपलाइन बिछाने के संबंध में लिखित रूप में आक्षेप, श्री सतीश कुमार, सक्षम प्राधिकारी, सलाया-मथुरा पाईपलाइन(संवर्द्धन) परियोजना, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, कोठी नं. 1439, सेक्टर- 15, अरबन इस्टेट, सोनीपत-131001 (हरियाणा) को कर सकेगा।

अनुसूची

तहसील: झज्जर

जिला: झज्जर

राज्य: हरियाणा

गॉव का नाम	हदबस्त संख्या	मुस्तील संख्या	खसरा/किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7

झज्जर	100	16	10/2 11 20	00 00 00	02 02 01	28 78 01
			1430	00	03	28

[फा. सं. आर-25011/24/2001-ओ.आर-1]

रेणुका कुमार, अवर सचिव

New Delhi, the 12th January, 2005

S. O. 158.— Whereas it appears to the Central Government, that it is necessary in the public interest that for the transportation of crude oil from Viramgam in the state of Gujarat to Panipat in the state of Haryana via Chaksu in the state of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited;

And ,whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the schedule annexed to this notification:

Now, therefore, in exercise of the powers conferred by sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Sh. Satish Kumar, Competent Authority, Salaya-Mathura pipeline (Augmentation) Project, Indian Oil Corporation Ltd., Kothi No. 1439, Sector-15, Urban Estate, Sonepat-131001 (Haryana).

Schedule

Tehsil- Jhajjar

District-Jhajjar

State-Haryana

Name of Village	Hadbast No.	Mustil No.	Khasra/Kila No.	Area		
				Hectare	Are	Sq. Mtr.
1	2	3	4	5	6	7
Jhajjar	100	16	10/2 11 20 • 1430	0 0 0 0	02 02 01 63	28 78 01 28

[No. R-25011/24/2001-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 12 जनवरी, 2005

का. आ. 159.— केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाकसू से होती हुई अपरिष्कृत तेल के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाईपलाइन बिछाई जानी चाहिए।

और केन्द्रीय सरकार को यह प्रतीत होता है कि ऐसी पाईपलाइनें बिछाने के लिये उसे भूमि में जो इस अधिसूचना से सलांग अनुसूची में वर्णित है और जिसमें पाईपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः अब, केन्द्रीय सरकार, पैट्रोलियम और खनिज पाईपलाइन(भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962(1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है:

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इककीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाईपलाइन बिछाने के संबंध में लिखित रूप में आक्षेप, श्री सतीश कुमार, सक्षम प्राधिकारी, सलाया-मथुरा पाईपलाइन(संवर्द्धन) परियोजना, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, कोठी नं. 1439, सेक्टर- 15, अरबन इस्टेट, सोनीपत-131001 (हरियाणा) के कार सकेगा।

अनुसूची

तहसील: रेवाडी

जिला: रेवाडी

राज्य: हरियाणा

गाँव का नाम	हदबस्त संख्या	मुस्तकील संख्या	खसरा/किला संख्या	क्षेत्रफल		
				हेक्टेयर	एकड़	वर्गमीटर
1	2	3	4	5	6	7

चांग	238	14	10 00	06	07
			11 00	06	32
			20 00	02	53

राजपुर खालसा	111	22	14 00	17	47
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[फ. सं. आर-25011/30/2001-ओ.आर-I]

रेणुका कुमार, अध्यक्ष सचिव

New Delhi, the 12th January, 2005

S. O. 159.— Whereas it appears to the Central Government, that it is necessary in the public interest that for the transportation of crude oil from Viramgam in the state of Gujarat to Panipat in the state of Haryana via Chaksu in the state of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited;

And ,whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the schedule annexed to this notification:

Now, therefore, in exercise of the powers conferred by sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to **Sh. Satish Kumar, Competent Authority, Salaya-Mathura pipeline (Augmentation) Project, Indian Oil Corporation Ltd., Kothi No. 1439, Sector-15, Urban Estate, Sonepat-131001 (Haryana).**

Schedule

Tehsil- Rewari

District-Rewari

State-Haryana

Name of Village	Hadbast No.	Mustil No.	Khasra/Kila No.	Area		
				Hectare	Are	Sq. Mtr.
1	2	3	4	5	6	7
Chang	238	14	10 11 20	0 0 0	06 06 02	07 32 53
Rajpur Khalsa	111	22	14	0	17	47

[No. R-25011/30/2001-O.R.-I]
RENUKA KUMAR, Under Secy.

कर्तव्य मिल्सी, 12 जनवरी, 2005

का.आ. 160.— केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाकसू से होती हुई अपरिष्कृत तेल के प्रविहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाईन बिछाई जानी चाहिए।

और केन्द्रीय सरकार को यह प्रतीत होता है कि ऐसी पाइपलाईनें बिछाने के लिये उसे भूमि में जो इस अधिसूचना से सलांग अनुसूची में वर्णित है और जिसमें पाइपलाईन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः अब, केन्द्रीय सरकार, पैट्रोलियम और खनिज पाइपलाईन(भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962(1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाईन बिछाने के संबंध में लिखित रूप में आमोद, श्री सतीश कुमार, सक्षम प्राधिकारी, सलाया-मथुरा पाइपलाईन(संवर्द्धन) परियोजना, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, कोटी नं. 1439, सेक्टर- 15, अरबन इस्टेट, सोनीपत-131001 (हरियाणा) को कर सकेगा।

अनुसूची

तहसील: रोहतक

जिला: रोहतक

राज्य: हरियाणा

गाँव का नाम	हदबस्त संख्या	मुस्तातील संख्या	खसरा/किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7

कुलताना	16	390	00	05	82
		1413	00	04	05

[पं. सं. आर-25011/17/2001-ओ.आर-1]

रेणुका कुमार, अवर सचिव

New Delhi, the 12th January, 2005

s. O. 160.—, Whereas it appears to the Central Government, that it is necessary in the public interest that for the transportation of crude oil from Viramgam in the state of Gujarat to Panipat in the state of Haryana via Chaksu in the state of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited;

And ,whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the schedule annexed to this notification:

Now, therefore, in exercise of the powers conferred by sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to **Sh. Satish Kumar, Competent Authority, Salaya-Mathura pipeline (Augmentation) Project, Indian Oil Corporation Ltd., Kothi No. 1439, Sector-15, Urban Estate, Sonepat-131001 (Haryana).**

Schedule

Tehsil- Rohtak

District-Rohtak

State-Haryana

Name of Village	Hadbast No.	Mustil No.	Khasra/Kila No.	Area		
				Hectare	Are	Sq. Mtr.
1	2	3	4	5	6	7
Kultana	16	-	390 1413	0 0	0 5 0 4	82 85

[No. R-25011/17/2001-Q.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 12 जनवरी, 2005

का.आ. 161.— केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाकसू से होती हुई अपरिष्कृत तेल के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाईपलाइन बिछाई जानी चाहिए ।

और केन्द्रीय सरकार को यह प्रतीत होता है कि ऐसी पाईपलाइन बिछाने के लिये उसे भूमि में जो इस अधिसूचना से सलांगन अनुसूची में वर्णित है और जिसमें पाईपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन करना आवश्यक है ;

अतः अब, केन्द्रीय सरकार, पैट्रोलियम और खनिज पाईपलाइन(भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962(1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाईपलाइन बिछाने के संबंध में लिखित रूप में आक्षेप, श्री सतीश कुमार, सक्षम प्राधिकारी, सलाया-मथुरा पाईपलाइन(संवर्द्धन) परियोजना, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, कोठी नं. 1439, सेक्टर- 15, अरबन इस्टेट, सोनीपत-131001 (हरियाणा) को कर सकेगा ।

अनुसूची

तहसील: गोहाना

जिला: सोनीपत

राज्य: हरियाणा

गाँव का नाम	हदबस्त संख्या	मुस्तील संख्या	खसरा/किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
जोली	61	43	03	00	04	56
			08	00	04	05
		66	01	00	02	02
			02/1	00	02	02
			09/2	00	01	26
			10	00	01	26

[फा. सं. आर-25011/26/2001-ओ.आर-1]

रेणुका कुमार, अधर सचिव

New Delhi, the 12th January, 2005

S. O. 161.—, Whereas it appears to the Central Government, that it is necessary in the public interest that for the transportation of crude oil from Viramgam in the state of Gujarat to Panipat in the state of Haryana via Chaksu in the state of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited;

And ,whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the schedule annexed to this notification:

Now, therefore, in exercise of the powers conferred by sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to **Sh. Satish Kumar, Competent Authority, Salaya-Mathura pipeline (Augmentation) Project, Indian Oil Corporation Ltd., Kothi No. 1439, Sector-15, Urban Estate, Sonepat-131001 (Haryana).**

Schedule

Tehsil-Gohana

District-Sonepat

State-Haryana

Name of Village	Hadbast No.	Mustil No.	Khasra/Kila No.	Area		
				Hectare	Are	Sq. Mtr.
1	2	3	4	5	6	7
Jauli	61	43	3	0	04	56
			8	0	04	05
		66	1	0	02	02
			10	0	01	26
			9/2	0	01	26
			2/1	0	02	02

[No. R-25011/26/2001-O.R.-]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 13 जनवरी, 2005

का. आ. 162.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मुन्डा से दिल्ली तक पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिल्ड जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिल्डने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिल्ड जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई क्यकित, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के बीचे पाइपलाइन बिल्ड जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री शिवदत्त गौड़, सक्षम प्राधिकारी, मुन्डा-दिल्ली पेट्रोलियम उत्पाद पाइपलाइन परियोजना, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, 16, कृष्णा विहार, नारायण निवास के पास, गोपालपुरा बाईपास रोड, जयपुर - 302018 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : अजमेर		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एकर	वर्ग मीटर
1	2	3	4	5	6
1.	सराधना	5554(स.भूमि)	0	24	95
		5515	0	01	57
		5516/1	}	0	07
		5516/2		0	63
		5517/1(स.भूमि)	}	0	04
		5517/2		0	99
		5518	0	04	70
		5519	0	04	40
		5521	0	03	56
		5522	0	03	60
		5523	0	03	28
		5533	0	00	30
		5524	0	02	46
		5532	0	02	14
		5525	0	04	24
		5526	0	07	84
		5528	0	08	20
		5529	0	08	25
		5539	0	02	85
		5540	0	03	56
		5544	0	04	16
		5545	0	05	69
		5546	0	05	70
		5447	0	10	70
		5448	0	00	80
		5449	0	02	20
		5451	0	03	81
		5452	0	04	28
		5431	0	09	98
		5432	0	08	55
		5433/1	}	0	00
		5433/2		0	20
		5421	0	11	05
		5420	0	09	23

तहसील : अजमेर		जिला : अजमेर		राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	दोत्रफल			
			हेक्टेयर	एक्यर	वर्ग मीटर	
1	2	3	4	5	6	
1.	सराधना (जारी...)	5423	0	02	12	
		5415(पी.डब्ल्यू.डी.सइक)	0	01	51	
		5397	0	09	96	
		5396	0	00	26	
		5395	0	04	12	
		5394	0	06	18	
		1059	0	10	78	
		1060	0	10	55	
		1094	0	08	55	
		1097	0	18	53	
		1091	0	09	27	
		1103	0	03	80	
		1104	0	09	98	
		1105	0	00	20	
		1106	0	04	22	
		1107	0	00	80	
		1109	0	00	47	
		1108	0	07	68	
		1134	0	03	02	
		1133	0	08	15	
		1132	0	10	69	
		1124	0	00	20	
		1128	0	13	70	
		1150	0	08	56	
		1127	0	03	93	
		1181(पी.डब्ल्यू.डी.सइक)	0	02	88	
		1182(पी.डब्ल्यू.डी.सइक)	0	00	90	
		1183(पी.डब्ल्यू.डी.सइक)	0	01	80	
		1190	0	05	41	
		1189	0	01	46	
		1192(स.यस्ता)	0	02	25	
		1199	0	02	55	
		1209	0	16	05	
		1210	0	02	38	
		1213	0	06	59	

तहसील : अजमेर		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	सराधना (जारी...)				
		1212	0	08	85
		1226	0	00	20
		1216	0	00	20
		1225	0	14	04
		1217	0	08	28
		1222	0	03	52
		1221	0	00	90
		1239	0	00	65
		1240	0	07	38
		1243	0	00	20
		1242	0	04	60
		1241	0	01	40
		1280	0	06	56
		1281	0	03	53
		1282	0	05	13
		5331	0	00	20
		1267(स.पाल)	0	00	96
		1283	0	04	16
		1285	0	05	88
		1286	0	01	73
		1287	0	11	62
		5260(स.रास्ता)	0	03	89
		5252	0	12	96
		5253	0	00	20
		5251	0	06	66
		1366	0	06	98
		1370	0	03	60
		1373	0	02	88
		1374	0	03	53
		1372	0	00	20
		1376	0	03	24
		1378	0	05	40
		1391	0	07	56
		1396	0	04	77
		1395	0	03	96
		1511	0	05	76

तहसील : अजमेर		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	सराधना (जारी...)	1512	0	04	50
		1513	0	04	09
		1514	0	02	84
		1515	0	01	27
		1524	0	01	48
		5230(स.बरडा)	0	12	48
		1525	0	01	40
		1526	0	01	49
		1527	0	08	28
		1528(स.भूमि)	0	09	38
		1710(स.बरडा)	0	07	88
		1718	0	01	90
		1719	0	02	72
		1722	0	04	02
		1723	0	04	32
		1724	0	06	48
		1727	0	09	16
		1728	0	05	54
		1729	0	02	86
		1732	0	01	20
		1739(स.बरडा)	0	17	17
		1738	0	18	11
		1746/1(स.बरडा)	}		
		1746/2		02	17
		1737			
		1757	0	25	92
		1758	0	07	20
		1760	0	06	12
		4645	0	05	76
		4646	0	04	90
		4647	0	09	36
		4648	0	02	20
		4649	0	05	04
		4650	0	05	85

तहसील : अजमेर		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	सराधना (जारी...)	4652	0	11	52
		4626	0	02	84
		4625(स.नाला)	}	02	52
		4659			
		4660(स.रास्ता)	0	12	37
		4623	0	03	12
		4679	0	06	24
		4622	0	02	20
		4680	0	04	42
		4621	0	02	30
		4681	0	05	98
		4620	0	01	52
		4682	0	05	32
		4687	0	07	20
		4686	0	07	82
		4694	0	04	55
		4695	0	05	76
		4696	0	00	20
		4697	0	07	65
		4698	0	05	17
		4699	0	04	70
		4707	0	05	23
		4708	0	06	12
		4709(स.रास्ता)	0	01	80
		4746	0	02	20
		4745	0	08	76
		4747	0	01	28
		4752(स.रास्ता)	0	01	08
		4766	0	11	52
		4767	0	11	16
		4768	0	15	04
		4783	0	10	80
		4786	0	00	60
		4785	0	03	32
		4784	0	04	72

तहसील : अजमेर		ज़िला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	सराधना (जारी...)	4803	0	06	48
		4802	0	06	48
		4801	0	09	87
		4820	0	01	56
		4819	0	19	98
		4818	0	09	21
		4822	0	02	40
		4826	0	00	20
		4823	0	04	03
		4824	0	01	32
		4825(स.रास्ता)	0	04	84
		4840(स.बरडा)	0	01	13
		4842	0	00	20
		4841	0	03	92
		4839	0	09	20
		4845	0	00	40
		4848	0	08	51
		4846	0	00	46
		4847	0	00	64
		4855	0	03	10
		4856	0	07	20
		4857	0	06	91
		4858	0	04	23
		4859	0	00	56
		4863	}	09	59
		4863/1(स.बरडा)			
		4863/2			
		4864(स.बरडा)	0	00	20
2.	मियांपुर	2(स.रास्ता)	0	01	90
		120	0	02	28
		23	0	08	64
		21	0	02	24
		20	0	10	24
		25	0	00	28
		19	0	08	70

तहसील : अजमेर		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम 2	खसरा सं. 3	क्षेत्रफल		
			हेक्टेयर 4	एयर 5	वर्ग मीटर 6
2.	मियांपुर (जारी...)	18	0	02	43
		16	0	00	46
		28	0	02	60
		27	0	00	60
		26	0	08	79
		73(स.बरडा)	0	00	34
	68मिन	}	0	03	41
	68मिन				
	67	}	0	04	08
	67मिन				
	66मिन	}	0	02	27
	66मिन				
	69	}	0	05	85
	69मिन				
	70		0	00	37
	71(स.भूमि)		0	09	28
	58		0	05	91
	57(स.बरडा)		0	08	07
	312		0	04	20
	311		0	00	20
	310		0	00	20
	313		0	00	20
	361		0	00	55
	360		0	00	36
	358		0	08	14
	359		0	01	75
	315(स.रास्ता)		0	01	30
	351		0	14	13
	320		0	00	20
	353		0	00	20
	350		0	06	21
	322		0	00	20
	325		0	00	20
	326		0	00	20
	349		0	06	57

तहसील : अजमेर		जिला : अजमेर	राज्य : राजस्थान			
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल	हेक्टेयर	एयर	वर्ग मीटर
1	2	3		4	5	6
2.	नियांपुर (जारी...)	344		0	10	53
		339		0	06	21
		338		0	03	51
		332		0	06	07
		331		0	00	24
		334		0	08	19
		638(स.आबादी)		0	09	37
		643		0	01	79
		634मिन(स.बरडा)		0	02	13
		600		0	03	08
		601		0	00	76
		557		0	03	42
		556		0	01	02
		555		0	03	17
		553		0	08	12
		554		0	01	88
		552		0	11	52
3.	ककलाना	100		0	03	71
		101		0	04	54
		103		0	07	58
		107		0	01	26
		105		0	06	30
		106		0	01	26
		111		0	07	47
		113		0	00	20
		114		0	07	11
		ख.सं.114 और 127 के बीच में		0	01	26
		127		0	07	02
		131		0	07	85
		130		0	08	38
		129		0	00	48
		144		0	07	21
		145		0	01	63
		143		0	00	56

तहसील : अजमेर		ज़िला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
3.	ककलावा (जिसी...)	142	0	09	10
		140	0	00	20
		141	0	00	84
		155	0	08	48
		156	0	06	15
		157	0	08	67
		162	0	01	17
		163	0	07	02
		161	0	12	04
		160	0	00	56
		188(स.रास्ता)	0	01	17
		195	0	11	52
		198	0	05	70
		200	0	03	60
		201	0	10	81
		191	0	07	54
		203	0	08	01
		472	0	00	20
		473	0	19	38
		469			
		469/1	}	0	02
		469/2			70
		468	}		
		468/1		0	02
		468/2			44
		466	0	03	42
		464	0	03	56
		461	0	03	15
		460	0	03	06
		457	0	03	78
		451	0	01	73
		450	0	00	29
		449	}		
		452		0	03
		448	0	03	51
		446	0	03	24
		445	0	01	80

तहसील : अजमेर		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	हेक्टेयर	एकर	कर्ग मीटर
1	2	3	4	5	6
3.	कक्कलाबा (जारी...)	444	0	00	20
		442	0	01	98
		441	0	01	98
		439	0	01	91
		438	0	01	35
		437	0	01	66
		436	0	01	84
		435	0	01	56
		512	0	02	52
		513	0	12	06
		519	0	09	61
		518	0	00	20
		518/1		00	
		520	0	00	90
		522	0	06	88
		553 (स.रास्ता)	0	01	13
		554	0	07	62
		554/1		07	
		554/2			
		557	0	00	56
		555	0	04	80
		556	0	02	52
		571 (स.रास्ता)	0	02	30
		580 (स.भूमि)	0	43	75
		580मिन		43	
		576	0	01	30
		576/1		01	
		575	0	04	75
		575/1		04	
		575/2		04	
		575/3			
		574	0	00	37
		574/1		00	
		574/2		00	
		574/3			

तहसील : अजमेर		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	दोनोंपक्ष		
			हेक्टेयर	एक्टर	वर्ग मीटर
1	2	3	4	5	6
3.	कक्कलाना (जारी...)	619(स.रास्ता)	0	00	20
		620	0	01	42
		631	0	03	17
		734/1601(स.बरडा)	0	60	87
		628	0	00	20
		621(स.भूमि)	0	05	07
		627(स.पाल)	0	00	70
		622			
		622/1(स.भूमि)	0	03	60
		622/2			
		623			
		623/1(स.भूमि)	0	03	06
		623/2			
		626			
		626/1(स.भूमि)	0	02	88
		626/2			
		708			
		708/1	0	07	76
		708/2			
		733 (स.बरडा)	0	00	81
		731(स.आबादी)	0	04	32
		730(स.रास्ता)	0	01	44
		723(स.बरडा)			
		723मिन	0	81	72
		1118(स.चयागाह)	0	15	93
		1358(स.बरडा)	0	13	08
		1366			
		1366/1	0	02	27
		1366/2			
		1367	0	00	87
		1365	0	05	60
		1363	0	00	80
		1364	0	02	16
		1360	0	01	12
		1359	0	02	96

तहसील : अजमेर		ज़िला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एक्टर	वर्ग मीटर
1	2	3	4	5	6
3.	ककलाना (जारो...)	1381 1385 1386 1384 1387	0 0 0 0 0	01 06 01 00 06	89 30 20 20 72
		अ. सं. 1387 और 1397 के बीच में	0	00	20
		1388 1397 1397/1	0	08	73
		1389 1393 1391 1390	0	01 00 04 01	57 57 56 50
		1565(रिल्वे) 1566(रिल्वे) 1587(रिल्वे)	0	07	29
		1568 1568/1 1568/2	0	21	74
		1570 1570/1 1570/2 1570/3	0	07	78
		1573(स.नाला) 430(स.बरडा)	0	03	96
4.	लक्ष्मीपुरा	430मिन(ग्या.पं.आबादी)	1	20	00
		219/1 219/2	0	01	68
		220 221 222 244 248 250	0 0 0 0 0 0	01 06 00 04 19 00	72 38 24 32 20 24

निवासीलक :: अजमेर		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
4.8	लकड़ीपुरा (जारी...)	249 (स.रास्ता)	0	01	44
		279	0	12	96
		278	0	06	48
		277	0	03	60
		276	0	04	68
		273	0	06	34
		274	0	00	20
		322	0	00	24
		325	0	04	94
		323	0	02	80
		324	0	05	70
		318 (स.बाला)	0	03	60
		311	0	01	80
		308	0	07	20
		310	0	04	42
		309	0	05	94
		306	0	03	54
	298मिन(गा.पं.आबादी)	} 298/1(स.बरडा)	0	06	18
	304		0	00	20
5.	बलवंता	602(स.भूमि)	0	03	60
		573(स.बरडा)	0	07	22
		572	0	00	23
		574	0	07	11
		575	0	06	57
		578	0	06	03
		577	0	00	20
		579	0	02	25
		595	0	05	74
		591	0	05	82
	593मिन(स.भूमि)	} 593मिन	0	02	99
	592(स.बरडा)		0	06	66
	662(स.रास्ता)	0	01	08	
	652(स.भूमि)	0	08	64	

तहसील : अजमेर		ज़िला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गोव का नाम	खसरा सं.	क्षेत्रफल	एयर	वर्ग मीट्र
1	2	3	4	5	6
5.	बलवता (जारी...)	651	0	00	63
		655	0	16	47
		653	0	05	03
		2123	0	06	30
		2122(स.बरडा)	0	18	63
		2121(स.रास्ता)	0	01	55
		2107(स.बरडा)	0	40	10
		2105	0	02	82
		1983	0	18	18
		1981(स.रास्ता)	0	02	00
		1842(स.बरडा)	}	03	13
		1842मिन		03	13
		1843(स.बरडा)	0	02	11
		1841(स.बरडा)	0	06	57
		1845	0	04	41
		1850(स.बरडा)	0	39	31
		1849	0	00	20
		1872(स.पाल)	0	00	90
		1867(स.भूमि)	0	25	55
		1865	0	00	74
		1866मिन	}	03	95
		1866मिन(स.बरडा)		03	95
		1920(स.नाला)	0	00	20
		1893	0	12	62
		1892मिन	}	01	87
		1892मिन		01	87
		1898	0	05	50
		1896	0	02	86
		1897	0	08	01
		1904	0	03	15
		1905	0	08	10
		1883	0	04	32
		1906	0	10	62
		1855	0	08	68
		1658	0	06	75
		1660	0	00	20

तहसील : अजमेर		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1.	2	3	4	5	6
5.	बलवंता (जारी...)	1654	0	04	85
		1652मिन	0	14	11
		1652मिन			
		1615(पी.डब्ल्यू.डी.सइक)	0	02	57
		1614(पी.डब्ल्यू.डी.सइक)	0	01	84
		1613(पी.डब्ल्यू.डी.सइक)	0	01	96
		1609(स.भूमि)	0	01	26
		1606(स.भूमि)	0	06	06
		1605(स.भूमि)	0	10	88
		1604	0	00	39
		1601(पी.डब्ल्यू.डी.सइक)	0	02	23
		1595	0	01	49
		1596	0	13	96
		1597	0	15	02
		1598	0	06	48
		1599	0	04	41
		1564	0	06	93
		1565	0	05	20
6.	आटिया	1493(स.बरडा)	0	13	08
		1565(स.नाला)	0	01	35
		1564(स.भूमि)	0	03	23
		1563(स.रास्ता)	0	02	14
		1572मिन	0	12	75
		1572मिन(स.भूमि)			
		1576	0	00	89
		1562(स.रास्ता)	0	01	75
		1560	0	06	93
		1559	0	07	71
		1549	0	10	01
		1554	0	00	20
		1551	0	04	38
		1550	0	09	85
		1610	0	00	20
		1612मिन(स.बरडा)	0	11	96
		1612मिन			
		1630(स.रास्ता)	0	01	62

तहसील : अजमेर		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1.	2	3	4	5	6
6.	जाटिया (जारी....)	1715 1715मिन(स.भूमि) 1715मिन	0	10	16
		1714	0	00	92
		1705	0	08	73
		1704	0	00	20
		1713	0	00	20
		1706	0	05	22
		1710	0	07	24
		1709(स.भूमि)	0	02	03
		1691(स.भूमि) 1691मिन(स.भूमि)	0	06	06
		1693 1693मिन(स.भूमि)	0	03	10
		1693मिन			
		1692(स.भूमि) 1692मिन(स.भूमि)	0	01	03
		1685(स.नाला) 1685मिन	0	03	51
		1669	0	04	05
		1670	0	05	96
		1671	0	04	38
		1672	0	00	30
		1677	0	07	21
		1673	0	02	24
		1676	0	08	49
		1813	0	06	51
		1812	0	04	84
		1814	0	04	86
		1811	0	00	20
		1816	0	16	90
		1817	0	07	24
		1862	0	07	76
		1861	0	02	70
		1856	0	00	80
		1860	0	00	20
		1857	0	11	44

तहसील : अजमेर		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एक्टर	वर्ग मीटर
1	2	3	4	5	6
6.	जाटिया (जारी...)	1854	0	05	58
		1858	0	01	30
		2166	0	00	20
		2168	0	06	66
		2170	0	01	04
		2169	0	01	70
		2171	0	07	03
		2172	0	06	80
		2173	0	00	64
		2159	0	02	73
		2156	0	01	77
		2157	0	03	16
		2158	0	03	97
		2152	0	06	28
		2154	0	07	92
		2153	0	00	42
		2147	0	01	50
		2149	0	00	41
		2148	0	07	97
		2146	0	00	22
		2046	0	06	66
		2045	0	04	23
		2044	} 2044मिन	0	03
				0	06
		2044मिन			
		2043(स.भूमि)		05	16
		2042	0	00	24
		2041	0	07	52
		2037	0	01	68
		2036(स.रास्ता)		02	33
		2050	0	00	20
		2035	0	08	12
		2034	0	01	96
		1995(स.भूमि)		18	49
		2032(स.भूमि)		12	39

क्रम सं.	तहसील : अजमेर गाँव का नाम	जिला : अजमेर खसरा सं.	राज्य : राजस्थान क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1.	2	3	4	5	6
6.	जाटिया (जारी...)	2013	0	01	22
		2016	0	13	32
		2015	0	12	22
		2353(स.भूमि)	0	02	40
		2356	0	08	64
		2008(स.भूमि)	0	05	37
		2007			
		2007मिन(स.भूमि)	0	01	16
		2007मिन(स.भूमि)			
		2357(स.भूमि)	0	06	29
7.	दांता	2161	0	05	63
		2162	0	19	46
		2085	0	04	07
		2084	0	00	20
		2164	0	10	24
		2165	0	09	98
		2166	0	04	09
		2046(स.बरडा)	0	00	86
		2044	0	05	28
		2043	0	14	56
		2042	0	01	10
		2030	0	05	88
		2039(स.बरडा)	0	03	12
		2034	0	08	13
		2035	0	02	42
		2190(स.रास्ता)	0	01	17
		2197	0	03	13
		2198	0	02	25
		2199	0	00	64
		2193	0	00	20
		2202	0	00	20
		2196	0	03	78
		2200	0	05	67
		2201	0	09	18
		2211	0	07	74

तहसील : अजमेर		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
8. बीर			4644	0	06 30
			4645	0	20 52
			4643	0	01 44
			4646	0	08 29
			4648	0	07 65
			4653	0	08 55
			4650	0	00 27
			4651	0	02 43
			4652	0	03 78

[फा. सं. आर-31015/74/2004-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 13th January, 2005

S.O. 162.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mundra to Delhi, a pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Shivdutt Gaur, Competent Authority, Mundra-Delhi Petroleum Product Pipeline Project, Hindustan Petroleum Corporation Limited, 16 Krishna Vihar, Near Narayan Niwas, Gopalpura Bye-pass Road, Jaipur- 302018 (Rajasthan)

SCHEDULE

Tehsil : AJMER		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Hectare	Area	Sq.mtr.
1	2	3	4	5	6
1.	SARADHANA	5554(G/L)	0	24	95
		5515	0	01	57
		5516/1	0	07	63
		5516/2			
		5517/1(G/L)	0	04	99
		5517/2			
		5518	0	04	70
		5519	0	04	40
		5521	0	03	56
		5522	0	03	60
		5523	0	03	28
		5533	0	00	30
		5524	0	02	46
		5532	0	02	14
		5525	0	04	24
		5526	0	07	84
		5528	0	08	20
		5529	0	08	25
		5539	0	02	85
		5540	0	03	56
		5544	0	04	16
		5545	0	05	69
		5546	0	05	70
		5447	0	10	70
		5448	0	00	80
		5449	0	02	20
		5451	0	03	81
		5452	0	04	28
		5431	0	09	98
		5432	0	08	55
		5433/1	0	00	20
		5433/2			
		5421	0	11	05
		5420	0	09	23

Tehsil : AJMER		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Hectare	Area	Sq.mtr.
1	2	3	4	5	6
1.	SARADHANA (Contd...)	5423	0	02	12
		5415(P.W.D. Road)	0	01	51
		5397	0	09	96
		5396	0	00	26
		5395	0	04	12
		5394	0	06	18
		1059	0	10	78
		1060	0	10	55
		1094	0	08	55
		1097	0	18	53
		1091	0	09	27
		1103	0	03	80
		1104	0	09	98
		1105	0	00	20
		1106	0	04	22
		1107	0	00	80
		1109	0	00	47
		1108	0	07	68
		1134	0	03	02
		1133	0	08	15
		1132	0	10	69
		1124	0	00	20
		1128	0	13	70
		1150	0	08	56
		1127	0	03	93
		1181(P.W.D Road)	0	02	88
		1182(P.W.D Road)	0	00	90
		1183(P.W.D Road)	0	01	80
		1190	0	05	41
		1189	0	01	46
		1192(G/L Cart Track)	0	02	25
		1199	0	02	55
		1209	0	16	05
		1210	0	02	38
		1213	0	06	59

Tehsil : AJMER		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1.	SARADHANA (Contd...)	1212	0	08	85
		1226	0	00	20
		1216	0	00	20
		1225	0	14	04
		1217	0	08	28
		1222	0	03	52
		1221	0	00	90
		1239	0	00	65
		1240	0	07	38
		1243	0	00	20
		1242	0	04	60
		1241	0	01	40
		1280	0	06	56
		1281	0	03	53
		1282	0	05	13
		5331	0	00	20
		1267(G/L Pal)	0	00	96
		1283	0	04	16
		1285	0	05	88
		1286	0	01	73
		1287	0	11	62
		5260 (G/L Cart Track)	0	03	89
		5252	0	12	96
		5253	0	00	20
		5251	0	06	66
		1366	0	06	98
		1370	0	03	60
		1373	0	02	88
		1374	0	03	53
		1372	0	00	20
		1376	0	03	24
		1378	0	05	40
		1391	0	07	56
		1396	0	04	77
		1395	0	03	96
		1511	0	05	76

Tehsil : AJMER		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1.	SARADHANA (Contd...)	1512	0	04	50
		1513	0	04	09
		1514	0	02	84
		1515	0	01	27
		1524	0	01	48
		5230(G/L Barda)	0	12	48
		1525	0	01	40
		1526	0	01	49
		1527	0	08	28
		1528(G/L)	0	09	38
		1710(G/L Barda)	0	07	88
		1718	0	01	90
		1719	0	02	72
		1722	0	04	02
		1723	0	04	32
		1724	0	06	48
		1727	0	09	16
		1728	0	05	54
		1729	0	02	86
		1732	0	01	20
		1739(G/L Barda)	0	17	17
		1738	0	18	11
		1746/1(G/L Barda)	}		
		1746/2		02	17
		1737			
		1757	0	25	92
		1758	0	07	20
		1760	0	06	12
		4645	0	05	76
		4646	0	04	90
		4647	0	09	36
		4648	0	02	20
		4649	0	05	04
		4650	0	05	85

Tehsil : AJMER		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1.	SARADHANA (Contd...)	4652	0	11	52
		4626	0	02	84
		4625(G/L Nala) 4659	0	02	52
		4660(G/L Cart Track)	0	12	37
		4623	0	03	12
		4679	0	06	24
		4622	0	02	20
		4680	0	04	42
		4621	0	02	30
		4681	0	05	98
		4620	0	01	52
		4682	0	05	32
		4687	0	07	20
		4686	0	07	82
		4694	0	04	55
		4695	0	05	76
		4696	0	00	20
		4697	0	07	65
		4698	0	05	17
		4699	0	04	70
		4707	0	05	23
		4708	0	06	12
		4709(G/L Cart Track)	0	01	80
		4746	0	02	20
		4745	0	08	76
		4747	0	01	28
		4752(G/L Cart Track)	0	01	08
		4766	0	11	52
		4767	0	11	16
		4768	0	15	04
		4783	0	10	80
		4786	0	00	60
		4785	0	03	32
		4784	0	04	72

Tehsil : AJMER		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1.	SARADHANA (Contd...)	4803	0	06	48
		4802	0	06	48
		4801	0	09	87
		4820	0	01	56
		4819	0	19	98
		4818	0	09	21
		4822	0	02	40
		4826	0	00	20
		4823	0	04	03
		4824	0	01	32
		4825(G/L Cart Track)	0	04	84
		4840(G/L Barda)	0	01	13
		4842	0	00	20
		4841	0	03	92
		4839	0	09	20
		4845	0	00	40
		4848	0	08	51
		4846	0	00	46
		4847	0	00	64
		4855	0	03	10
		4856	0	07	20
		4857	0	06	91
		4858	0	04	23
		4859	0	00	56
		4863	}	09	59
		4863/1(G/L Barda)			
		4863/2			
		4864(G/L Barda)	0	00	20
2.	MIYANPUR	2(G/L Cart Track)	0	01	90
		120	0	02	28
		23	0	08	64
		21	0	02	24
		20	0	10	24
		25	0	00	28
		19	0	08	70

Tehsil : AJMER		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Hectare	Are	Sq.mtr.
1	2	3	4	5	6
2.	MIYANPUR (Contd...)	18	0	02	43
		16	0	00	46
		28	0	02	60
		27	0	00	60
		26	0	08	79
		73(G/L Barda)	0	00	34
		68Min	}	0	03
		68Min			
		67	}	0	04
		67Min			
		66Min	}	0	02
		66Min			
		69	}	0	05
		69Min			
		70	0	00	37
		71(G/L)	0	09	28
		58	0	05	91
		57(G/L Barda)	0	08	07
		312	0	04	20
		311	0	00	20
		310	0	00	20
		313	0	00	20
		361	0	00	55
		360	0	00	36
		358	0	08	14
		359	0	01	75
		315(G/L Cart Track)	0	01	30
		351	0	14	13
		320	0	00	20
		353	0	00	20
		350	0	06	21
		322	0	00	20
		325	0	00	20
		326	0	00	20
		349	0	06	57

Tehsil : AJMER		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.		Area	
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
2.	MIYANPUR (Contd...)	344	0	10	53
		339	0	06	21
		338	0	03	51
		332	0	06	07
		331	0	00	24
		334	0	08	19
		638(G/L Abadi)	0	09	37
		643	0	01	79
		634Min(G/L Barda)	0	02	13
		600	0	03	08
		601	0	00	76
		557	0	03	42
		556	0	01	02
		555	0	03	17
		553	0	08	12
		554	0	01	88
		552	0	11	52
3.	KAKLANA	100	0	03	71
		101	0	04	54
		103	0	07	58
		107	0	01	26
		105	0	06	30
		106	0	01	26
		111	0	07	47
		113	0	00	20
		114	0	07	11
	In Bet Svy No. 114 & 127		0	01	26
		127	0	07	02
		131	0	07	85
		130	0	08	38
		129	0	00	48
		144	0	07	21
		145	0	01	63
		143	0	00	56

Tehsil : AJMER		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
3.	KAKLANA (Contd...)				
	142		0	09	10
	140		0	00	20
	141		0	00	84
	155		0	08	48
	156		0	06	15
	157		0	08	67
	162		0	01	17
	163		0	07	02
	161		0	12	04
	160		0	00	56
	188(G/L Cart Track)		0	01	17
	195		0	11	52
	198		0	05	70
	200		0	03	60
	201		0	10	81
	191		0	07	54
	203		0	08	01
	472		0	00	20
	473		0	19	38
	469		{}	0	70
	469/1				
	469/2				
	468		{}	0	44
	468/1				
	468/2				
	466			03	42
	464			03	56
	461			03	15
	460			03	06
	457			03	78
	451			01	73
	450			00	29
	449		{}	0	30
	452				
	448			03	51
	446			03	24
	445			01	80

Tehsil : AJMER		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.		Area	
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
3.	KAKLANA (Contd...)	444	0	00	20
		442	0	01	98
		441	0	01	98
		439	0	01	91
		438	0	01	35
		437	0	01	66
		436	0	01	84
		435	0	01	56
		512	0	02	52
		513	0	12	06
		519	0	09	61
		518	}	0	00
		518/1		00	20
		520	0	00	90
		522	0	06	88
		553(G/L Cart Track)	0	01	13
		554	}	0	00
		554/1		07	62
		554/2			
		557	0	00	56
		555	0	04	80
		556	0	02	52
		571(G/L Cart Track)	0	02	30
		580(G/L)	}	0	00
		580Min		43	75
		576	}	0	01
		576/1		01	30
		575	}	0	00
		575/1		04	75
		575/2			
		575/3			
		574	}	0	00
		574/1		00	37
		574/2			
		574/3			

Tehsil : AJMER		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Hectare	Area	Sq.mtr.
1	2	3	4	5	6
3.	KAKLANA (Contd...)	619(G/L Cart Track)	0	00	20
		620	0	01	42
		631	0	03	17
		734/1601(G/L Barda)	0	60	87
		628	0	00	20
		621(G/L)	0	05	07
		627(G/L Pal)	0	00	70
		622	}	0	03
		622/1(G/L)			
		622/2			
		623	}	0	03
		623/1(G/L)			
		623/2			
		626	}	0	02
		626/1(G/L)			
		626/2			
		708	}	0	07
		708/1			
		708/2			
		733(G/L Barda)	0	00	81
		731(G/L Abadi)	0	04	32
		730(G/L Cart Track)	0	01	44
		723(G/L Barda)	}	0	81
		723Min			
		1118(G/L Pasture)	0	15	93
		1358(G/L Barda)	0	13	08
		1366	}	0	02
		1366/1			
		1366/2			
		1367	0	00	87
		1365	0	05	60
		1363	0	00	80
		1364	0	02	16
		1360	0	01	12
		1359	0	02	96

Tehsil : AJMER		District : AJMER		State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.		Area		
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
3.	KAKLANA (Contd...)					
		1381	0	01	89	
		1385	0	06	30	
		1386	0	01	20	
		1384	0	00	20	
		1387	0	06	72	
		In Bet Svy No. 1387 &				
		1397	0	00	20	
		1388	0	08	73	
		1397 } 1397/1	0	01	43	
		1389	0	01	57	
		1393	0	00	57	
		1391	0	04	56	
		1390	0	01	50	
		1565(Railway) } 1566(Railway)	0	07	29	
		1587(Railway) }				
		1568 } 1568/1	0	21	74	
		1568/2				
		1570 } 1570/1	0	07	78	
		1570/2 }				
		1570/3				
		1573(G/L Nala)	0	03	96	
4.	LACHHIPURA	430(G/L Barda) } 430Min(G/P Abadi)	1	20	00	
		219/1 } 219/2	0	01	68	
		220	0	01	72	
		221	0	06	38	
		222	0	00	24	
		244	0	04	32	
		248	0	19	20	
		250	0	00	24	

Tehsil : AJMER		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Hectare	Are	Sq.mtr.
1	2	3	4	5	6
4.	LACHHIPURA (Contd...)	249(G/L Cart Track)	0	01	44
		279	0	12	96
		278	0	06	48
		277	0	03	60
		276	0	04	68
		273	0	06	34
		274	0	00	20
		322	0	00	24
		325	0	04	94
		323	0	02	80
		324	0	05	70
		318(G/L Nala)	0	03	60
		311	0	01	80
		308	0	07	20
		310	0	04	42
		309	0	05	94
		306	0	03	54
		298Min(G/PAbadi) } 298/1(G/L Barda) }	0	06	18
		304	0	00	20
5.	BALVANTA	602(G/L)	0	03	60
		573(G/L Barda)	0	07	22
		572	0	00	23
		574	0	07	11
		575	0	06	57
		578	0	06	03
		577	0	00	20
		579	0	02	25
		595	0	05	74
		591	0	05	82
		593Min(G/L) } 593Min }	0	02	99
		592(G/L Barda)	0	06	66
		662(G/L Cart Track)	0	01	08
		652(G/L)	0	08	64

Tehsil : AJMER		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.		Area	
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
5.	BALVANTA (Contd...)				
	651		0	00	63
	655		0	16	47
	653		0	05	03
	2123		0	06	30
	2122(G/L Barda)		0	18	63
	2121(G/L Cart Track)		0	01	55
	2107(G/L Barda)		0	40	10
	2105		0	02	82
	1983		0	18	18
	1981(G/L Cart Track)		0	02	00
	1842(G/L Barda)	}	0	03	13
	1842Min				
	1843(G/L Barda)		0	02	11
	1841(G/L Barda)		0	06	57
	1845		0	04	41
	1850(G/L Barda)		0	39	31
	1849		0	00	20
	1872(G/L Pal)		0	00	90
	1867(G/L)		0	25	55
	1865		0	00	74
	1866Min	}	0	03	95
	1866Min(G/L Barda)				
	1920(G/L Nala)		0	00	20
	1893		0	12	62
	1892Min	}	0	01	87
	1892Min				
	1898		0	05	50
	1896		0	02	86
	1897		0	08	01
	1904		0	03	15
	1905		0	08	10
	1883		0	04	32
	1906		0	10	62
	1655		0	08	68
	1658		0	06	75
	1660		0	00	20

Tehsil : AJMER		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Hectare	Area	Sq.mtr.
1	2	3	4	5	6
5.	BALVANTA (Contd...)	1654	0	04	85
		1652Min	0	14	11
		1652Min			
		1615(P.W.D.Road)	0	02	57
		1614(P.W.D.Road)	0	01	84
		1613(P.W.D.Road)	0	01	96
		1609(G/L)	0	01	26
		1606(G/L)	0	06	06
		1605(G/L)	0	10	88
		1604	0	00	39
		1601(P.W.D.Road)	0	02	23
		1595	0	01	49
		1596	0	13	96
		1597	0	15	02
		1598	0	06	48
		1599	0	04	41
		1584	0	06	93
		1565	0	05	20
6.	JATIYA	1493(G/L Barda)	0	13	08
		1565(G/L Nala)	0	01	35
		1564(G/L)	0	03	23
		1563(G/L Cart Track)	0	02	14
		1572Min	0	12	75
		1572Min(G/L)			
		1576	0	00	89
		1562(G/L Cart Track)	0	01	75
		1560	0	06	93
		1559	0	07	71
		1549	0	10	01
		1554	0	00	20
		1551	0	04	38
		1550	0	09	85
		1610	0	00	20
		1612(G/L Barda)	0	11	96
		1612Min			
		1630(G/L Cart Track)	0	01	62

Tehsil : AJMER		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Hectare	Are	Sq.mtr.
1	2	3	4	5	6
6.	JATTIYA (Contd...)				
		1715			
		1715Min(G/L)			
		1715Min			
		1714	0	00	92
		1705	0	08	73
		1704	0	00	20
		1713	0	00	20
		1706	0	05	22
		1710	0	07	24
		1709(G/L)	0	02	03
		1691(G/L)			
		1691Min(G/L)			
		1693			
		1693Min(G/L)			
		1693Min			
		1692(G/L)			
		1692Min(G/L)			
		1685(G/L Nala)			
		1685Min			
		1669	0	04	05
		1670	0	05	96
		1671	0	04	38
		1672	0	00	30
		1677	0	07	21
		1673	0	02	24
		1676	0	08	49
		1813	0	06	51
		1812	0	04	84
		1814	0	04	86
		1811	0	00	20
		1816	0	16	90
		1817	0	07	24
		1862	0	07	76
		1861	0	02	70
		1856	0	00	80
		1860	0	00	20
		1857	0	11	44

Tehsil : AJMER		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
6.	JATIYA (Contd...)	1854	0	05	58
		1858	0	01	30
		2166	0	00	20
		2168	0	06	66
		2170	0	01	04
		2169	0	01	70
		2171	0	07	03
		2172	0	06	80
		2173	0	00	64
		2159	0	02	73
		2156	0	01	77
		2157	0	03	16
		2158	0	03	97
		2152	0	06	28
		2154	0	07	92
		2153	0	00	42
		2147	0	01	50
		2149	0	00	41
		2148	0	07	97
		2146	0	00	22
		2046	0	06	66
		2045	0	04	23
		2044	}	03	06
		2044Min			
		2044Min			
		2043(G/L)	0	05	16
		2042	0	00	24
		2041	0	07	52
		2037	0	01	68
		2036(G/L Cart Track)	0	02	33
		2050	0	00	20
		2035	0	08	12
		2034	0	01	96
		1995(G/L)	0	18	49
		2032(G/L)	0	12	39

Tehsil : AJMER		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Hectare	Area	Sq.mtr.
1	2	3	4	5	6
6.	JATIYA (Contd...)	2013	0	01	22
		2016	0	13	32
		2015	0	12	22
		2353(G/L)	0	02	40
		2356	0	08	64
		2008(G/L)	0	05	37
		2007	}	01	16
		2007Min(G/L)			
		2007Min(G/L)			
7.	DANTA	2357(G/L)	0	06	29
		2161	0	05	63
		2162	0	19	46
		2085	0	04	07
		2084	0	00	20
		2164	0	10	24
		2165	0	09	98
		2166	0	04	09
		2046(G/L Barda)	0	00	86
		2044	0	05	28
		2043	0	14	56
		2042	0	01	10
		2030	0	05	88
		2039(G/L Barda)	0	03	12
		2034	0	08	13
		2035	0	02	42
		2190(G/L Cart Track)	0	01	17
		2197	0	03	13
		2198	0	02	25
		2199	0	00	64
		2193	0	00	20
		2202	0	00	20
		2196	0	03	78
		2200	0	05	67
		2201	0	09	18
		2211	0	07	74

Tehsil : AJMER		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Hectare	Are	Sq.mtr.
1	2	3	4	5	6
8.	BEER	4644	0	06	30
		4645	0	20	52
		4643	0	01	44
		4646	0	08	29
		4648	0	07	65
		4653	0	08	55
		4650	0	00	27
		4651	0	02	43
		4652	0	03	78

[No. R-31015/74/2004-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 13 जनवरी, 2005

का. आ. 163.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मुद्रा से दिल्ली तक पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपथारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियों साथारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री शिवदत्त गौड़, सकाम प्राधिकारी, मुद्रा-दिल्ली पेट्रोलियम उत्पाद पाइपलाइन परियोजना, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, 16, कृष्णा विहार, नारायण निवास के पास, गोपालपुरा बाईपास रोड, जयपुर - 302018, (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : बसीराबाद		ज़िला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	राजोसी	3426(स.नाला)	0	02	01
		3427	0	10	18
		3422/1	}	00	23
		3422/2			
		3428/1(स.पहाड़)	}	19	01
		3428/2			
		3430	0	07	38
		3429/1	}	13	58
		3429/2			
		3442/1	}	06	66
		3442/2			
		3414/1	}	00	92
		3414/2			
		3385/1(स.भूमि)	}	13	42
		3385/2			
		3386(स.रास्ता)	0	02	01
		3327(स.नाला)	0	00	94
		3326	0	00	50
		3325	0	08	11
		3324	0	04	65
		3322	0	00	20
		3323	0	06	06
		3333	0	05	57
		3319	0	00	20
		3334	0	02	62
		3316	0	02	88
		3337	0	00	81
		3315	0	04	82
		3313	0	07	37
		3344(स.बरडा)	}		
		3344मिन (बरडा)			
		3256(स.आबादी)	0	12	18

तहसील : बसीराबाद		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	राजोसी (जारी...)	3257/1(स.आबादी)	0	10	97
		3257/2			
		3258	0	07	15
		3259/1(स.आबादी)	0	06	35
		3259/2			
		3290	0	00	64
		3291	0	00	20
		3289/1	0	03	37
		3289/2			
		3260	0	02	53
		3263	0	04	83
		3264	0	07	60
		3265/1(स.आबादी)	0	11	01
		3265/2			
		3236(स.सङ्क)	0	01	99
		3111	0	04	72
		3110	0	02	86
		3109	0	02	07
		3114/1	0	00	20
		3114/2			
		3108/1	0	01	68
		3108/2			
		3106/1(स.आबादी)	0	00	37
		3106/2			
		3107/1	0	03	46
		3107/2			
		3105/1(स.आबादी)			
		3105/2	0	08	76
		3105/3/1			
		3105/3/2			
		3103	0	02	80
		3104/1(स.पाल)	0	03	28
		3104/2			
		3122	0	04	15

तहसील : बंसीराबाद		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीट्रर
1	2	3	4	5	6
1.	राजोसी (जारी...)	3123(स.मोरी)	0	01	20
		3124/4273	0	05	93
		3056 (स.रास्ता)	0	01	67
		3081/1	}	03	20
		3081/2		00	60
		3081/4276	}	00	36
		3081/4276/1		11	38
		3080	0	01	00
		3079	0	02	76
		3078	0	06	36
		3077	0	00	65
		3075	0	05	49
		2764(स.रास्ता)	0	00	66
		2760	0	06	88
		2762	}	09	17
		2763/1		07	28
		2763/2	}	05	42
		2757/1		07	66
		2757/2	}	00	29
		2756/1		03	77
		2756/2	}	08	90
		2755		08	68
		2754	0	00	56
		2753(स.रास्ता)	0	06	77
		2775/1(स.बरङ्गा)	}	08	86
		2775/2		03	87
		2815(स.पाल)	0	04	07
		2726	0	08	07
		2721	0	00	56
		2725	0	06	77
		2723	0	08	86
		2668	0	03	87
		2667(स.नाला)	0	03	07

तहसील : बसीराबाद		ज़िला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	दोत्रफल		
1	2	3	4	5	6
1.	राजोसी (जारी...)	2666/4243(स.बाला)	0	00	23
		2664/4242(स.बाला)	0	02	61
		2664/1	}	0	31
		2664/2		03	37
		2330/1	}	0	86
		2330/2		13	76
		2336	0	09	80
		2337	0	01	82
		2335	0	10	74
		2341	0	07	40
		2342	0	02	19
		2324(पी.डब्ल्यू.डी.सइक)	0	11	67
		2309	0	14	49
		2297	0	05	34
		2298	0	05	33
		2296	0	04	70
		2294	0	00	91
		2293	0	15	12
		2291	0	07	73
		1240	0	00	20
		2287	0	07	29
		1241	0	06	78
		1242	0	04	53
		1245	0	07	12
		1246	0	03	04
		1248	0	07	80
		1255	0	03	88
		1268	0	01	14
		1270	0	02	58
		1269	0	05	33
		2157	0	01	41
		2156	0	06	06
		2161	0	06	

तहसील : बसीराबाद		ज़िला : अजमेर		राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल			
			हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	6	
1.	राजोसी (जारी...)	2163	0	14	09	
		2165	0	03	41	
		2155(स.रास्ता)	0	02	22	
		2138(स.रास्ता)	0	02	34	
		2070	0	06	49	
		2071	0	02	16	
		2073	0	09	01	
		2140	0	02	68	
		2139	0	18	29	
		1446	0	09	59	
		1441	0	00	65	
		1447	0	03	75	
		1445	0	05	33	
		1454	0	00	31	
		1452	0	06	37	
		1453	0	06	61	
		1461	0	01	44	
		1462	0	22	37	
		1463/1	}	0	00	79
		1463/2		0	00	
		1460	0	01	22	
		1493	0	21	60	
		1551/1(सुरक्षा मंत्रालय)	}	0	13	02
		1551/2		0	13	
		1560/2	}	0	13	80
		1560/1(सुरक्षा मंत्रालय)		0	14	
		1557/2	}	0	14	01
		1557/1(सुरक्षा मंत्रालय)		0	00	20
		1558	}	-	01	04
		1556/1(सुरक्षा मंत्रालय)		0	03	49
		1556/2		0	00	
		1578/1(स.रास्ता)	}	0	03	
		1578/2(सुरक्षा मंत्रालय)		0	00	

तहसील : बसीराबाद		ज़िला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	दो त्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	राजोसी (जारी...)	1577/2 1577/1 (सुख्खा मंत्रालय)	0	00	20
		1576	0	16	82
		1581	0	13	62
		1582	0	10	24
		1584	0	14	43
		1583	0	08	81
2.	दिलवाड़ी	17	0	08	73
3.	गादेरी	53 53मिन 53मिन	0	11	89
		52	0	01	59
		54 54मिन 54मिन	0	15	03
		55 55मिन	0	09	54
		56 56मिन	0	06	93
		57	0	10	98
		51मिन (स.रास्ता) 51मिन	0	00	20
		60 (पी.डब्ल्यू.डी.सइक)	0	01	26
		61 (पी.डब्ल्यू.डी.सइक)	0	02	16
		62 (पी.डब्ल्यू.डी.सइक)	0	01	89
		86	0	07	02
		85मिन 85मिन	0	00	42
		87मिन (स.चरागाह) 87मिन (एच.पी.सी.एल.)	1	09	06
		87मिन 87मिन (भा.रा.रा.प्रा.)			

तहसील : बसौराबाद		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
3.	गादेरी (जारी...)	88(स.बाला)	0	01	26
		70	0	00	20
		94	0	00	93
		89मिन	}	38	62
		89मिन		0	
		90	0	00	40
		91मिन	}	0	32
		91मिन		0	
		92(स.बरड़ा)	0	07	92
		96	0	01	89
		101(स.भूमि)	0	25	92
		103(स.बरड़ा)	0	38	06
		102	0	05	48
		104	0	00	20
		105	0	02	16
		106	0	19	44
		107	0	02	16
		108	0	09	54
4.	मोझी	4(ग्रा.पं.चरागाह)	1	11	06
		अ. सं. 4 और 21 के बीच	0	01	20
		21	0	41	16
		20	}		
		20मिन		0	
		20मिन		0	72
		20मिन		0	
		20मिन	}		
		22		0	
		23(स.भूमि)		0	63
		38(स.भूमि)	}	0	
		38मिन		0	20
		24(ग्रा.पं.चरागाह)	0	01	30

तहसील : बसीराबाद		ज़िला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	ठसरा सं.	द्वितीयफल		
1	2	3	4	5	6
5.	लवेरा	725	0	10	18
		726(स.पत्थर)	0	13	12
		728	}	35	70
		728मिन			
		734(स.रास्ता)	0	01	62
		735	0	23	40
		736(स.भूमि)	0	07	20
		742	0	04	86
		743	0	17	28
		744	0	15	12
		745	0	03	90
		746	0	05	04
		757	0	18	18
		758	0	06	66
		756	0	00	20
		759	0	03	08
		760	0	07	36
		761	0	06	16
		764(स.भूमि)	0	32	62
		798	0	08	11
		799	0	00	31
		797	0	28	20
		800	}	01	31
		800मिन			
		801	0	01	81
		802	0	02	89
		803	0	06	11
		804(स.रास्ता)	0	01	44
		805	0	01	89
		806	0	14	85
		811	0	09	36
		810	0	05	04
		812	0	06	48

तहसील : बसीराबाद		ज़िला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
5.	लवेरा (जारी...)	815	0	03	82
		813	0	00	20
		814	0	04	48
		892	0	07	03
		890	0	06	30
		891	0	06	48
		889	0	04	62
		905	0	01	46
		906	0	28	08
		935	0	08	64
		936	0	07	38
		941	0	07	18
		939	0	03	46
		940	0	16	02
		948	0	01	42
		949	0	00	20
		959	0	07	38
		960	0	00	20
		958	0	10	02
		957	0	09	90
		955	0	21	06
		990	0	01	54
		992	0	23	84
		1526	0	04	86
		1525	0	04	32
		1524	0	04	14
		1522	0	03	29
		1521	0	00	40
		1516	0	09	00
		1515	0	02	52
		1514	0	04	32
		1513(स.रास्ता)	0	04	41
		1510	0	04	02
		1497	0	02	61

तहसील : बसीराबाद		ज़िला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एकर	वर्ग मीटर
1	2	3	4	5	6
5.	लवेरा (जारी...)	1496	0	10	87
		1495(स.पाल)	0	05	28
		1494	0	00	63
		1498	0	00	20
		1499	0	00	30
		1493	0	09	72
		1492	0	02	52
		1438	0	04	13
		1501	0	00	20
		1439	0	01	19
		1441	0	04	55
		1445	0	05	76
		1446	0	00	20
		1442	0	00	72
		1444	0	00	98
		1443	0	04	64
		1448	0	06	12
		1449	0	05	94
		1450	0	00	96
		1482	}	0	04
		1482/1639		0	91
		1467	0	04	86
		1466	0	03	96
		1465	0	05	04
		1464	0	04	32
		1463	0	07	02
6.	रामपुरा अहिराब	374मिन	}	0	06
		374		0	30
		375	0	13	68
		376	0	00	48
		377	0	06	03
		386	0	00	56
		385	0	11	70

तहसील : नसीराबाद		ज़िला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
6.	रामपुरा अहिराब (जारी...)	384	0	09	06
		389	0	02	03
		383	0	13	32
		392	0	00	56
		414	0	13	50
		413	0	12	06
		410	0	02	16
		411	0	11	52
		439	0	21	96
		440	0	19	99
		438	0	01	35
		441	0	05	35
		442	0	09	72
		443	0	13	32
		444	0	06	30
		141(स.भूमि)	0	05	76
		140(स.रास्ता)	0	02	43
		488	0	07	74
		121	0	32	94
		500	0	36	90
		501	0	30	24
		502	0	08	64
		503	0	08	28
7.	जिलावङ्घा	881(ग्रा.पं.चरागाह)	0	09	27
		898(ग्रा.पं.चरागाह)	0	01	95
		1324(स.रास्ता)	0	01	80
		1325(ग्रा.पं.चरागाह)	0	16	20
		1326(स.रास्ता)	0	01	62
		1323मिन	}	10	44
		1323मिन (ग्रा.पं.चरागाह)			
		1323((ग्रा.पं.चरागाह))			
		1329(ग्रा.पं.चरागाह)	0	01	50

तहसील : बसीराबाद		ज़िला : अजमेर		राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	छसरा सं.	दोत्रफल			
			हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	6	
7.	जिलावडा (जारी...)	1322	0	02	70	
		1321	0	18	53	
		1320	0	00	24	
		1318(स.भूमि)				
		1318मिन	0	11	07	
		1318मिन				
		1317	0	01	65	
		1334	0	00	76	
		1316	0	04	30	
		1315	0	00	20	
		1338	0	04	68	
		1337	0	02	33	
		1339	0	03	42	
		1340	0	01	28	
		1350	0	03	24	
		1351	0	00	20	
		1349(स.धोरा)	0	01	35	
		1369मिन (स.मोरी)	0	01	59	
		1369मिन				
		1367	0	01	26	
		1357	0	10	60	
		1358	0	00	21	
		1355मिन (स.धोरा)	0	00	50	
		1355मिन				
		1359	0	04	11	
		1360	0	04	50	
		1361मिन (स.धोरा)	0	03	96	
		1361मिन				
		1362	0	03	67	
		1356	0	01	44	
		1207	0	02	88	
		1363(स.धोरा)	0	03	74	

तहसील : बसीराबाद		जिला : अजमेर		राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल			
			हेक्टेयर	एकर	वर्ग मीटर	
1	2	3	4	5	6	
7.	जिलावड़ा (जारी...)	1152	0	06	64	
		1201	0	01	80	
		1200	0	05	40	
		1188	0	12	78	
		1169(स.धोरा)	0	01	44	
		1151	0	01	52	
		1153	0	06	48	
		1150	0	05	04	
8.	कावपुरा	329	0	12	60	
		331	0	06	84	
		332	0	05	30	
		333	0	02	80	
		323	0	00	20	
		322	0	12	60	
		321	0	05	13	
		316	0	20	88	
		315	0	08	88	
		344	0	03	12	
		290	0	02	20	
		345	0	00	20	
		289	0	02	07	
		288	0	06	66	
		287	0	08	35	
		348	0	01	39	
		286	0	01	44	
		251	0	00	36	
		285	0	02	37	
		252	0	16	66	
		253	0	00	36	
		254	0	12	96	
		240मिन				
		240मिन				
		240	0	20	52	

तालिमाल : बसीराबाद		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	देशपाल		
			ठेकेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
8.	कावपुरा (जारी...)	255	0	00	20
		238	0	03	20
		164	0	00	40
		165	0	20	48
		230	0	00	25
		166	0	03	06
		227	0	42	14
		226	0	05	60
		807	0	16	22
		225	0	00	82
		224	0	00	88
		892	0	23	64
		893	0	18	18
		894	0	03	78
		895	0	13	86
		896(स.रास्ता)	0	00	90
		897	0	21	33
		1014	0	01	44
		1013	}	58	56
		1013मिन			
		1321	0	00	20
		998(स.भूमि)	}	12	60
		998मिन			
		1005मिन	}	09	54
		1005मिन(स.भूमि)			
		1005			
		1004मिन	}	00	36
		1004			
		1003	0	18	00
		997(स.नाला)	0	09	72
		954(स.भूमि)	0	30	78
		955	}	08	04
		मिन			

तहसील : नसीराबाद		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
8.	काबपुरा (जारी...)	957 957मिन	0	17	64
		958	0	14	40
		959	0	05	78
		962	0	07	92
		961	0	16	20
9.	बनेवडी	709	0	13	56
		710	0	01	98
		713	0	14	25
		712 712मिन	0	09	45
		725	0	12	51
		704(स.भूमि)	0	12	83
		703 703मिन	0	06	72
		702	0	02	24
		734	0	07	10
		737	0	08	91
		738	0	08	10
		700(स.भूमि)	0	00	27
		699	0	06	00
		698	0	00	88
		696	0	12	88
		697	0	11	52
		690/1456मिन (स.भूमि)	0	00	20
		690/1456मिन	0	00	20
		690/1447(स.भूमि)	0	09	76
		690/1448(स.भूमि)	0	15	84
		690/1449(स.भूमि)	0	16	92
		690/1450(स.भूमि) 772/1451(स.चरागाह)	0	22	41
		773	0	20	72
		786	0	01	68

तहसील : नसीराबाद		ज़िला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	छसरा सं.	क्षेत्रफल		
1	2	3	हेक्टेयर	एयर	वर्ग मीटर
9.	बनेवडी (जारी...)	847(स.भूमि)	0	84	64
		862(स.रास्ता)	0	03	33
		1116(स.भूमि)	0	26	37
		1117(स.भूमि)	0	08	37
		1118	} 1118मिन	12	60
		1120		03	78
		1100	0	13	67
		1001	0	00	20
		1099	0	00	20
		1098	0	09	99
		1097	0	04	63
		1092	0	08	62
		1091	0	02	40
		1093	0	03	30
		1083	0	11	52
		1082	0	02	04
		1066(स.भूमि)	0	05	94
		1074	0	26	78
		1073	0	22	24
		1071(स.कुंआ)	0	00	80
		1070(स.रास्ता)	0	03	60
		1422(स.चरागाह)	0	30	60
		1392(स.रास्ता)	0	04	33
		1361(स.भूमि)	0	31	68
		1362	} 1362मिन	03	06
		1363		35	28
		1390(स.चरागाह)	0	24	12
		1375(स.चरागाह)	0	04	77
		1376(स.चरागाह)	0	38	16

तहसील : बसीराबाद		ज़िला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
9	बनेवडी (जारी...)	1376/1455(स.चरागाह)	0	00	20
		1378	0	17	28
		1379(स.नाला)	0	05	76

[फा. सं. आर-31015/63/2004-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 13th January, 2005

S.O. 163.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mundra to Delhi, a pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri, Shivdutt Gaur, Competent Authority, Mundra-Delhi Petroleum Product Pipeline Project, Hindustan Petroleum Corporation Limited, 16 Krishna Vihar, Near Narayan Niwas, Gopalpura Bye-pass Road, Jaipur. — 302018 (Rajasthan).

SCHEDULE

Tehsil : NASIRABAD		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1.	RAJOSHI	3426(G/L Nala)	0	02	01
		3427	0	10	18
		3422/1	0	00	23
		3422/2			
		3428/1 (G/L Pahad)	0	19	01
		3428/2			
		3430	0	07	38
		3429/1	0	13	58
		3429/2			
		3442/1	0	06	66
		3442/2			
		3414/1	0	00	92
		3414/2			
		3385/1(G/L)	1	13	42
		3385/2			
		3386(G/L Cart Track)	0	02	01
		3327(G/L Nala)	0	00	94
		3326	0	00	50
		3325	0	08	11
		3324	0	04	65
		3322	0	00	20
		3323	0	06	06
		3333	0	05	57
		3319	0	00	20
		3334	0	02	62
		3316	0	02	88
		3337	0	00	81
		3315	0	04	82
		3313	0	07	37
		3344(G/L Barda)	0	00	20
		3344Min(Barda)			
		3256(G/L Abadi)	0	12	18

Tehsil : NASIRABAD		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1.	RAJOSHI (Contd...)	3123(G/L Mori)	0	01	20
		3124/4273	0	05	93
		3056 (G/L Cart track)	0	01	67
		3081/1	}	0	03
		3081/2			
		3081/4276	}	0	00
		3081/4276/1			
		3080	0	01	00
		3079	0	02	76
		3078	0	06	36
		3077	0	11	38
		3075	0	00	65
		2764(G/L Cart Track)	0	05	49
		2760	0	00	66
		2762	0	06	88
		2763/1	}	0	09
		2763/2			
		2757/1	}	0	07
		2757/2			
		2756/1	}	0	05
		2756/2			
		2755	0	07	66
		2754	0	00	29
		2753(G/L Cart Track)	0	03	77
		2775/1(G/L Barda)	}	0	08
		2775/2			
		2815(G/L Pal)	0	04	33
		2726	0	08	68
		2721	0	00	56
		2725	0	06	77
		2723	0	08	86
		2668	0	03	87
		2667 (G/L Nala)	0	03	07

Tehsil : NASIRABAD		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
1	2	3	Hectare	Are	Sq.mtr.
1.	RAJOSHI (Contd...)	2666/4243(G/L Nala)	0	00	23
		2664/4242(G/L Nala)	0	02	61
		2664/1	}	0	31
		2664/2		0	37
		2330/1	}	0	03
		2330/2		0	86
		2336	0	13	76
		2337	0	09	80
		2335	0	01	82
		2341	0	10	74
		2342	0	07	40
		2324 (P.W.D. Road)	0	02	19
		2309	0	11	67
		2297	0	14	49
		2298	0	05	34
		2296	0	05	33
		2294	0	04	70
		2293	0	00	91
		2291	0	15	12
		1240	0	07	73
		2287	0	00	20
		1241	0	07	29
		1242	0	06	78
		1245	0	04	53
		1246	0	07	12
		1248	0	03	04
		1255	0	07	80
		1268	0	03	88
		1270	0	01	14
		1269	0	02	58
		2157	0	05	33
		2156	0	01	41
		2161	0	06	06

Tehsil : NASIRABAD		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1.	RAJOSHI (Contd...)	2163	0	14	09
		2165	0	03	41
		2155 (G/L Cart Track)	0	02	22
		2138(G/L Cart Track)	0	02	34
		2070	0	06	49
		2071	0	02	16
		2073	0	09	01
		2140	0	02	68
		2139	0	18	29
		1446	0	09	59
		1441	0	00	65
		1447	0	03	75
		1445	0	05	33
		1454	0	00	31
		1452	0	06	37
		1453	0	06	61
		1461	0	01	44
		1462	0	22	37
		1463/1	}	0	00
		1463/2		0	79
		1460	0	01	22
		1493	0	21	60
		1551/1(Ministry of Defence)	}	0	13
		1551/2		0	02
		1560/2	}	0	13
		1560/1(Ministry of Defence)		0	80
		1557/2	}	0	14
		1557/1(Ministry of Defence)		0	01
		1558	0	00	20
		1556/1(Ministry of Defence)	}	0	01
		1556/2		0	04
		1578/1(G/L Cart Track)	}	0	03
		1578/2(Ministry of Defence)		0	49

Tehsil : NASIRABAD		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1.	RAJOSHI (Contd...)	1577/2 1577/1(Ministry of Defence)	0	00	20
		1576	0	16	82
		1581	0	13	62
		1582	0	10	24
		1584	0	14	43
		1583	0	08	81
2.	DILWADI	17	0	08	73
3.	GADERI	53 53Min 53Min	0	11	89
		52	0	01	59
		54 54Min 54Min	0	15	03
		55 55Min	0	09	54
		56 56Min	0	06	93
		57	0	10	98
		51Min(G/L Cart Track) 51Min	0	00	20
		60 P.W.D Road	0	01	26
		61 P.W.D Road	0	02	16
		62 P.W.D Road	0	01	89
		86	0	07	02
		85Min 85Min	0	00	42
		87Min(G/L Pasture) 87Min(HPCL) 87Min	1	09	06
		87Min(NHAI Road)			

Tehsil : NASIRABAD		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
1	2	3	Hectare	Are	Sq.mtr.
3.	GADERI (Contd...)	88(G/L Nala)	0	01	26
		70	0	00	20
		94	0	00	93
		89Min	}	38	62
		89Min			
		90	0	00	40
		91Min	}	00	32
		91Min			
		92(G/L Barda)	0	07	92
		96	0	01	89
		101(G/L)	0	25	92
		103(G/L Barda)	0	38	06
		102	0	05	48
		104	0	00	20
		105	0	02	16
		106	0	19	44
		107	0	02	16
		108	0	09	54
4.	MODI	4(G/P Pasture)	1	11	06
		In Bet. Svy. No. 4 & 21	0	01	20
		21	0	41	16
		20	}	01	72
		20Min			
		22	0	00	26
		23(G/L)	0	08	63
		38(G/L)	}	00	20
		38Min			
		24(G/P Pasture)	0	01	30

Tehsil : NASIRABAD		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
5.	LAVERA	725	0	10	18
		726(G/L Rock)	0	13	12
		728 728Min	0	35	70
		734(G/L Cart Track)	0	01	62
		735	0	23	40
		736(G/L)	0	07	20
		742	0	04	86
		743	0	17	28
		744	0	15	12
		745	0	03	90
		746	0	05	04
		757	0	18	18
		758	0	06	66
		756	0	00	20
		759	0	03	08
		760	0	07	36
		761	0	06	16
		764(G/L)	0	32	62
		798	0	08	11
		799	0	00	31
		797	0	28	20
		800 800Min	0	01	31
		801	0	01	81
		802	0	02	89
		803	0	06	11
		804(G/L Cart Track)	0	01	44
		805	0	01	89
		806	0	14	85
		811	0	09	36
		810	0	05	04
		812	0	06	48

Tehsil : NASIRABAD		District : AJMER		State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
5.	LAVERA (Contd...)	815	0	03	82	
		813	0	00	20	
		814	0	04	48	
		892	0	07	03	
		890	0	06	30	
		891	0	06	48	
		889	0	04	62	
		905	0	01	46	
		906	0	28	08	
		935	0	08	64	
		936	0	07	38	
		941	0	07	18	
		939	0	03	46	
		940	0	16	02	
		948	0	01	42	
		949	0	00	20	
		959	0	07	38	
		960	0	00	20	
		958	0	10	02	
		957	0	09	90	
		955	0	21	06	
		990	0	01	54	
		992	0	23	84	
		1526	0	04	86	
		1525	0	04	32	
		1524	0	04	14	
		1522	0	03	29	
		1521	0	00	40	
		1516	0	09	00	
		1515	0	02	52	
		1514	0	04	32	
		1513 (G/L Cart Track)	0	04	41	
		1510	0	04	02	
		1497	0	02	61	

Tehsil : NASIRABAD		District : AJMER		State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
5.	LAVERA (Contd...)	1496	0	10	87	
		1495(G/L Pal)	0	05	28	
		1494	0	00	63	
		1498	0	00	20	
		1499	0	00	30	
		1493	0	09	72	
		1492	0	02	52	
		1438	0	04	13	
		1501	0	00	20	
		1439	0	01	19	
		1441	0	04	55	
		1445	0	05	76	
		1446	0	00	20	
		1442	0	00	72	
		1444	0	00	98	
		1443	0	04	64	
		1448	0	06	12	
		1449	0	05	94	
		1450	0	00	96	
		1482	}	0	04	91
		1482/1639		0	04	
		1467	0	04	86	
		1466	0	03	96	
		1465	0	05	04	
		1464	0	04	32	
		1463	0	07	02	
6.	RAMPURA AHIRAN	374Min	}	0	06	30
		374		0	06	
		375	0	13	68	
		376	0	00	48	
		377	0	06	03	
		386	0	00	56	
		385	0	11	70	

Tehsil : NASIRABAD		District : AJMER		State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
6.	RAMPURA AHIRAN (Contd..)	384	0	09	06	
		389	0	02	03	
		383	0	13	32	
		392	0	00	56	
		414	0	13	50	
		413	0	12	06	
		410	0	02	16	
		411	0	11	52	
		439	0	21	96	
		440	0	19	99	
		438	0	01	35	
		441	0	05	35	
		442	0	09	72	
		443	0	13	32	
		444	0	06	30	
		141(G/L)	0	05	76	
		140(G/L Cart Track)	0	02	43	
		488	0	07	74	
		121	0	32	94	
		500	0	36	90	
		501	0	30	24	
		502	0	08	64	
		503	0	08	28	
7.	JILAWADA	881(G/P Pasture)	0	09	27	
		898(G/P Pasture)	0	01	95	
		1324 (G/L Cart Track)	0	01	80	
		1325(G/P Pasture)	0	16	20	
		1326(G/L Cart Track)	0	01	62	
		1323Min	{	10	44	
		1323Min(G/P Pasture)				
		1323(G/P Pasture)				
		1329(G/P Pasture)	0	01	50	

Tehsil : NASIRABAD		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
7.	JILAWADA (Contd...)	1322	0	02	70
		1321	0	18	53
		1320	0	00	24
		1318(G/L)	}	11	07
		1318Min			
		1318Min			
		1317	0	01	65
		1334	0	00	76
		1316	0	04	30
		1315	0	00	20
		1338	0	04	68
		1337	0	02	33
		1339	0	03	42
		1340	0	01	28
		1350	0	03	24
		1351	0	00	20
		1349(G/L Dhora)	0	01	35
		1369Min(G/L Moni)	}	01	59
		1369Min			
		1367	0	01	26
		1357	0	10	60
		1358	0	00	21
		1355Min(G/L Dhora)	}	00	50
		1355Min			
		1359	0	04	11
		1360	0	04	50
		1361Min(G/L Dhora)	}	03	96
		1361Min			
		1362	0	03	67
		1356	0	01	44
		1207	0	02	88
		1363(G/L Dhora)	0	03	74

Tehsil : NASIRABAD		District : AJMER		State : RAJASTHAN		
Sr No.	Name of the Village	Khasara No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
7.	JILAWADA (Contd...)	1152	0	06	64	
		1201	0	01	80	
		1200	0	05	40	
		1188	0	12	78	
		1169(G/L Dhora)	0	01	44	
		1151	0	01	52	
		1153	0	06	48	
		1150	0	05	04	
8.	KANPURA	329	0	12	60	
		331	0	06	84	
		332	0	05	30	
		333	0	02	80	
		323	0	00	20	
		322	0	12	60	
		321	0	05	13	
		316	0	20	88	
		315	0	08	88	
		344	0	03	12	
		290	0	02	20	
		345	0	00	20	
		289	0	02	07	
		288	0	06	66	
		287	0	08	35	
		348	0	01	39	
		286	0	01	44	
		251	0	00	36	
		285	0	02	37	
		252	0	16	66	
		253	0	00	36	
		254	0	12	96	
		240Min	}	20	52	
		240Min				
		240				
		255	0	00	20	
		238	0	03	20	

Tehsil : NASIRABAD		District : AJMER	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
8.	KANPURA (Contd...)				
	164		0	00	40
	165		0	20	48
	230		0	00	25
	166		0	03	06
	227		0	42	14
	226		0	05	60
	807		0	16	22
	225		0	00	82
	224		0	00	88
	892		0	23	64
	893		0	18	18
	894		0	03	78
	895		0	13	86
	896(G/L Cart Track)		0	00	90
	897		0	21	33
	1014		0	01	44
	1013	1013Min	0	58	56
	1321				
	998(G/L)	998Min	0	12	60
	1005Min				
	1005Min(G/L)	1005	0	09	54
	1004Min				
	1004	1004	0	00	36
	1003				
	997(G/L Nala)		0	18	00
	954(G/L)		0	09	72
	955	955Min	0	30	78
	955Min				
	957				
	957Min		0	08	04
			0	17	64

Tehsil : NASIRABAD		District : AJMER		State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
8.	KANPURA (Contd...)	958	0	14	40	
		959	0	05	78	
		962	0	07	92	
		961	0	16	20	
9.	BANEWADI	709	0	13	56	
		710	0	01	98	
		713	0	14	25	
		712	}	0	09	45
		712Min				
		725	0	12	51	
		704(G/L)	0	12	83	
		703	}	0	06	72
		703Min				
		702	0	02	24	
		734	0	07	10	
		737	0	08	91	
		738	0	08	10	
		700(G/L)	0	00	27	
		699	0	06	00	
		698	0	00	88	
		696	0	12	88	
		697	0	11	52	
		690/1456Min (G/L)	0	00	20	
		690/1456Min	0	00	20	
		690/1447(G/L)	0	09	76	
		690/1448(G/L)	0	15	84	
		690/1449(G/L)	0	16	92	
		690/1450(G/L)	}	0	22	41
		772/1451(G/L Pasture)				
		773	0	20	72	
		786	0	01	68	
		847(G/L)	0	84	64	
		862(G/L Cart Track)	0	03	33	
		1116(G/L)	0	26	37	
		1117(G/L)	0	08	37	

Tehsil : NASIRABAD		District : AJMER		State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
9.	BANEWADI (Contd...)	1118	}	0	12	60
		1118Min				
		1120	0	03	78	
		1100	0	13	67	
		1001	0	00	20	
		1099	0	00	20	
		1098	0	09	99	
		1097	0	04	63	
		1092	0	08	62	
		1091	0	02	40	
		1093	0	03	30	
		1083	0	11	52	
		1082	0	02	04	
		1066(G/L)	0	05	94	
		1074	0	26	78	
		1073	0	22	24	
		1071(G/L Well)	0	00	80	
		1070(G/L Cart Track)	0	03	60	
		1422(G/L Pasture)	0	30	60	
		1392(G/L Cart Track)	0	04	33	
		1361(G/L)	0	31	68	
		1362	}	0	03	06
		1362Min				
		1363	0	35	28	
		1390(G/L Pasture)	0	24	12	
		1375(G/L Pasture)	0	04	77	
		1376(G/L Pasture)	0	38	16	
		1376/1455(G/L Pasture)	0	00	20	
		1378	0	17	28	
		1379(G/L Nala)	0	05	76	

श्रम मंत्रालय

नई दिल्ली, 15 दिसम्बर, 2004

का. आ. 164.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैंगनीज और इण्डिया लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 43/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-12-2004 को प्राप्त हुआ था।

[सं. एल.-28012/2/93-आई. आर. (विविध)]
बी. एम. डेविड, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 15th December, 2004

S.O. 164.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 43/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Manganese Ore India Ltd. and their workman, which was received by the Central Government on 13-12-04.

[No. L-28012/2/93-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT :

Shri E. Ismail, Presiding Officer.

Case No : C.G.I.T./NGP/43/2002

Date : 16-09-2004

The Secretary General, Rashtriya Manganese Mazdoor Sangh—Petitioner

Vs.

The Chairman-cum-MD, M.O.I.L.—Respondent

AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute for adjudication vide order No. L-28012/2/93/IR (Misc.) dt. 08-07-1994 on following schedule :—

This is a reference by Govt. of India, Ministry of Labour which reads as follows :

“Whether the action of the management of Manganese Ore India Ltd., in dismissing Shri Chandrashekhar Kawdu underground piece rated worker w.e.f. 16-11-1989 is justified ? If not, What relief the workman is entitled ?”

The petitioner has not evinced any interest in the case in spite of the notice has been served and perhaps he is not interested as the dismissal is of the year 1989. There is nothing on record to support the case of the petitioner. Hence a ‘NIL’ Award is passed.

Transmit.

E. ISMAIL, Presiding Officer

- (1) Witness for petitioner—Nil.
- (2) Witness for respondent—Nil.
- (3) Exhibits for petitioner—Nil.
- (4) Exhibits for respondent—Nil.

नई दिल्ली, 15 दिसम्बर, 2004

का. आ. 165.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टील ऑथोरिटी ऑफ इण्डिया लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 211/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-12-04 को प्राप्त हुआ था।

[सं. एल.-29011/2/94-आई. आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 15th December, 2004

S.O. 165.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 211/94) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Steel Authority of India Ltd. and their workman, which was received by the Central Government on 15-12-04.

[No. L-29011/2/94-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC/R/211/94

Shri C. M. Singh, Presiding Officer.

The President,
Hindustan Steel Lime Stone Mazdoor Union,
79/10, Krishna Nagar,
Satna

—Applicant

Versus

1. The Manager (Personnel),
Prospecting Division,
Rourkela Steel Plant,
Raw Material division,
3rd zone, Rourkela (Orissa).
 2. The Dy. General Manager (Flux),
Raw Material Division,
Ispat Lime Stone Quarry,
Babupur Satna
- Non-applicants

AWARD

(Passed on this 9th day of December 2004)

1. The Government of India, Ministry of Labour vide its Order No. L-29011/2/94-IR (Misc.) dated 15-11-94 has referred the following dispute for adjudication by this tribunal :—

“क्या प्रबंधतंत्र स्टील अथॉरिटी ऑफ इंडिया लिमिटेड, गमटेरियल डिविजन, जोन-2, राऊकेला के प्रबंधकों द्वारा आदेश दिनांक 20-7-93 द्वारा आदेश दिनांक 20-7-03 द्वारा श्रमिकों के स्थानांतरण प्रास्पेक्टिंग डिविजन ने इस्पात लाइम स्टोन ब्यूरो जाबुपुर, सतना में किये जाने एवं पूर्व में मिलने वाले हाथ इंसेटिव माहवारी बोनस, रिवार्ड तथा प्रोस्पेक्टिंग यूनिट के कर्मचारियों को कैंप अलाउंस, फैल्ड अलाउंस न दिये जाने की कार्यवाही न्यायोचित है। यदि नहीं तो संबंधित कर्मकार किस अनुतोष के हकदार हैं?”

2. After the reference was received and registered on 28-11-94 in this tribunal-cum-court, notices were issued to the parties to file their respective statement of claim etc. On several dates fixed in this case, the notices were repeatedly issued to the workman/Union to file its statement of claim but since the date of registration of the reference till 6-12-2004, no body appeared for the workman/Union to file its statement of claim. On 6-12-2004 the date fixed in the reference, the notice was deemed to be served sufficiently to the workman/Union by registered post but in spite of service of notice, no body put in an appearance on behalf of the workman/Union.

3. It appears that the workman/Union has no interest in prosecuting its case. Under the circumstances, ‘No Dispute Award’ is passed without any order as to costs.

4. The copy of the Award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 15 दिसम्बर, 2004

का. आ. 166.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसारण में, केन्द्रीय सरकार एम. पी. स्ट्रेट मार्झिनिंग कार्पोरेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 106/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-12-04 को प्राप्त हुआ था।

[सं. एल.-29012/21/94-आई. आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 15th December, 2004

S.O. 166.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 106/94) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M. P. State Mining Corp. and their workman, which was received by the Central Government on 15-12-04.

[No. L-29012/21/94-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC/R/106/94

Shri C. M. Singh, Presiding Officer.

Shri Ganesh Prasad Rawat,
State Secretary,
M.P. Khadan Swatantra Mazdoor Sangathan,
Hirapur, Distt. Saugar (MP). —Applicant

Versus

The Assistant General Manager,
MP State Mining Corporation,
Sub-Office Tikangarh (MP). —Non-applicant

AWARD**(Passed on this 9th day of December-2004)**

1. The Government of India, Ministry of Labour vide Order No. L-29012/21/94-IR (Vividh) dated 28-7-94 has referred the following dispute for adjudication by this tribunal :—

1. "क्या प्रबंधतंत्र, दो एम. पी. स्टेट माइनिंग कार्पोरेशन, टीकमगढ़ (म.प्र.) के प्रबंधकों द्वारा खदान में कार्यरत पीस रेटेड प्रमिकों को समझौता दिनांकित 24-12-85 के पैरा 11 के अनुसार जिलाधीश द्वारा निर्धारित न्यूनतम मजदूरी न दिये जाने की कार्यवाही न्यायोचित है? यदि नहीं तो संबंधित कर्मकार किस अनुतोष के हकदार है?"

2. "क्या प्रबंधतंत्र, एम. पी. स्टेट माइनिंग कार्पोरेशन, टीकमगढ़ (म.प्र.) के अंतर्गत खदान में कार्यरत पीस रेटेड प्रमिकों द्वारा प्रांतिय सचिव, म.प्र. खदान स्वतंत्र मजदूर संगठन, हीरापुर, जिला सागर के आह्वान पर प्रकरण के वार्ता में लंबित रहते हुए 1-2-93 से 21-2-93 एवं 9-3-93 से 16-3-93 तक हड़ताल जारी रखने की कार्यवाही न्यायोचित है? यदि नहीं, तो संबंधित कर्मकार किस अनुतोष के हकदार है?"

2. After the reference order was received and registered in this tribunal cum court on 8-8-94, the notices were issued to the parties to file their respective statement of claim etc. On 17-3-96 the date fixed in the case, the reference was at the stage of evidence of workman/Union. Thereafter on several dates, in spite of issuing notice to the workman/Union, no body put in appearance for the workman/Union and lastly on 6-12-2004, the service of notice was deemed sufficient on the workman/Union. On that date too, no body appeared on behalf of workman/Union.

3. It appears that the workman/Union has no interest in prosecuting this case. Under the circumstances, No Dispute Award is passed without any order as to costs.

4. The copy of the Award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 15 दिसम्बर, 2004

का. आ. 167.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रोलियम कार्पोरेशन लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, नई दिल्ली-II के पंचाट (संदर्भ संख्या 30/02) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-12-04 को प्राप्त हुआ था।

[सं. एल.-30011/105/01-आई. आर. (विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 15th December, 2004

S.O. 167.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 30/02) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi-II as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Petroleum Corp. Ltd. and their workman, which was received by the Central Government on 15-12-04.

[No. L-30011/105/2001-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

R. N. Rai, Presiding Officer

I.D. No. 30/02

In the matter of :—

Shri N. S. Rane,
Vill. Garhi Kundai,
Tah. Kharkhoda, Dt. Sonepat,
Haryana.

Versus

The General Manager,
Hindustan Petroleum Corporation Ltd.,
11th Floor, Tower-I, 124, Indira Chowk,
New Delhi-110001.

AWARD

The Ministry of Labour by its letter No. L-30011/105/2001 [IR(M)] CENTRAL GOVERNMENT DT. 16-04-2002 has referred the following point for adjudication.

The point runs as hereunder :—

"Whether the action of the General Manager, Hindustan Petroleum Corp. Ltd., Jeevan Bharti Building, 11th Floor, Tower-I, 124, Indira Chowk, New Delhi-110001 in depriving absorption to Shri N. S. Rane in the HPCL as per the agreement dt. 09-03-1994 considering his date of birth as 01-06-1959 instead of 01-06-1961 ignoring the certificate of verification of date of birth dt. 04-12-2000 from the Principal, Govt. Sr. Sec. School, Model Town, Sonepat, Haryana is justified, valid and reasonable? If so, what relief and benefits the workman is entitled to?"

The workman has filed statement of claim. In his statement of claim, it has been stated that the petitioner started working with the respondent w.e.f. 12-08-1983 through a contractor. That the said contractor abandoned the work and all the workers had to approach the Labour Court in the year of 1984. That the respondent submitted before the Labour Court that in case the workers form the co-operative society then the respondent will appoint and regularise the services of the workers in accordance with seniority. Hindustan Petroleum Co-operative Society was registered and the name of the petitioner was placed at Sl. No. 20 and all the members of the co-operative society continued their work with the respondent. The services of some security personnel and other workers were continued till the management reached an agreement dt. 11-03-1994.

That according to the direction of the Labour Court the seniority was the basis for regularisation of the services of the workers from the above mentioned co-operative society. That the respondent issued a letter dt. 23-06-1994 stating therein that the worker/petitioner has submitted fake certificate of his qualification. Copy of the letter dt. 23-06-1994 is annexed here with as Annexure P-1. That the respondent again issued the letter dt. 18-07-1994 stating therein that it has been found that the petitioner is Matric pass and his date of birth 01-06-1959 and the age of the petitioner comes to 26 years on June, 1985 where as maximum age for the job was allowed upto 25 years.

That the petitioner was allowed to work upto 11-03-1994 when the services of his juniors were regularised and the cut off date was fixed in most arbitrary manner as 25 years on June, 1985. That the petitioner also filed the CWP No. 1127 of 1996 in the High Court of Delhi at New Delhi and the Hon'ble Court was pleased to allow the petitioner/workman to raise the Industrial Dispute vide its order dt. 01-02-2000. That perusal of Agreement establishes that juniors to petitioner who had put in only 3 years of services, their services were regularised and those who started work with petitioner/workman in 1983 their services have also been regularised.

That it is not understood as to how the agreement drawn on 11-03-1994 could fix the age of 25 years in June, 1985 for regularisation of the service. This is purely arbitrary. Age is not the criteria for regularisation. Age at most can be considered for appointment. Also any cut off date is arbitrary as held by Hon'ble Supreme Court of India. That the petitioner/workman is no where gainfully employed since 11-03-1994 & he is being compelled to knock the door of the courts. That the petitioner/workman alone cannot be discriminated against in as much as the respondent has already given an under-taking that nobody will be thrown out of job.

The management has filed written statement. In the written statement, it has been stated that the terms of

reference passed by the Appropriate Government being without application of mind is bad and liable to be set aside. It is stated that the Hon'ble High Court in its ordered dated 01-02-2000 passed in C.W.P. No. 1127/1996 has categorically observed that "The certificate which is produced by the Petitioner in the original shows some corrections made in the date of birth recorded therein". Moreover, the claimant in his rejoinder affidavit filed before the Hon'ble High Court in the said writ petition has categorically stated, "The educational qualification of the job is eight class whereas the Petitioner has passed matriculation". It is submitted that the certificate issued by the concerned Board, which conducts the Class Xth examinations is taken as proof of the date of birth and not a certificate issued by the Principal of the School. The management in the course of conciliation proceedings had requested the concerned authorities to direct the claimant to produce the original copy of his class Xth certificate issued by the Board as proof of his date of birth. The claimant was given various opportunities to furnish the said certificate but failed to do so. The appropriate government erred while referring the present matter and has taken into consideration a certificate dt. 04-12-2000 issued by the Principal, Govt. Sr. Sec. School, Model Town, Sonepat, Haryana. It is submitted that any reliance by the claimant on the said certificate issued in the year 2000 that too by the Principal after more than 6 years is wholly misplaced in as much as, the same was not in existence or produced by the claimant at the time of agreement/settlement dt. 09-03-1994 between the management and employees through their union. It is submitted that as the claimant had failed to furnish proof of date of birth from the concerned Board, the claimant cannot challenge the action of the management in accordance with the agreement/settlement at such a belated stage. In view of the categorical observation of the Hon'ble High Court regarding the manipulations done by the claimant in the certificate produced by him and also in view of the failure of the claimant to produce the authenticated copy of the date of birth certificate from the concerned board despite opportunities, the appropriate Government ought to have refused to refer the alleged dispute before the Hon'ble Tribunal after a delay of 6 years in raising the alleged dispute by the claimant. As such, the terms of reference passed by the appropriate Government is mechanical, without application of mind and bad in law. The claim filed by the claimant is liable to be rejected on this ground alone.

That the present reference as well as the claim filed by the claimant is barred by principles of estoppel. It is stated that it is admitted position that there was an agreement between the management and the employees through their Union on 09-03-1994 where by the modalities of absorption of members of Petroleum Workers Labour and Contract Co-operative Society on the roll of

the management were clearly laid down. As per the clause 1(i) it was agreed that only those members of Society who were of 25 years of age as on the month of formation of the Society i.e. June 1985 or joining the society by the member, if that is later, would only be absorbed. The claimant along with his statement of claim has filed an application, which shows that he was a member of the Union, which had entered into an agreement/settlement dt. 09-03-1994 with the management. Thus, the agreement between the management and the Union was binding upon the claimant as he was admittedly member of the union, which had entered into an agreement/settlement with the management. It is submitted that the claimant cannot blow hot and cold in the same breath by making allegations regarding some portion of the settlement being arbitrary. It is submitted that the claimant never challenged the vires of the settlement between the management and the union in the Writ Petition filed before the High Court of Delhi. In the present case the only thing which requires consideration is that whether the claimant fulfilled the criteria laid down in the agreement or not. In the statement of claim the claimant has made allegations regarding arbitrary fixation of cut off date as 25 years on June 1985. It is submitted that the settlement between the management and the employees through their union has attained finality and is binding upon the parties to the said settlement. The claimant is estopped from raising issue pertaining to the settlement/agreement between the management and the union of whom the claimant was allegedly a member. The claim of the claimant is liable to be dismissed on this ground also.

That the present terms of reference is bad in as much, as in the absence of any employer-employee relationship between the parties, there is no Industrial Dispute, which subsists between the parties. It is submitted that it is the claim of the claimant that the contractor had employed him and after the contractor abandoned the work it was agreed between the union (of which the claimant was a member) and the management to absorb only those employees of the contractor who fulfilled the criteria laid down in the agreement. The claimant did not fulfil the criteria of age limit as required under the agreement, he was given compensation in lieu of employment. Since, earlier the contractor employed the claimant and after agreement/settlement he was not given employment, as he did not fulfil the criteria, there did not exist any employer-employee relation between the parties. In the absence of any employer-employee relation between the parties there exists no Industrial Dispute and the reference is liable to be answered accordingly.

That the claim filed by the claimant is liable to be dismissed for no-joinder of the necessary party. It is the claim of the claimant that he had been working as Contract Labour with Ranjit Singh & Co. The claimant has also placed on record and relied upon certain documents

allegedly issued by the said company. As such, the said contractor is a necessary party for proper adjudication of the present matter. In the absence of the contractor being made a party to the present proceedings the present terms of reference as well as the resultant claims are liable to be dismissed for non-joinder/mis-joinder of necessary parties.

It is denied that the claimant started working with the respondent/management w.e.f. 12-09-1983. It is denied that the contractor abandoned the work and all the workers had to approach the Labour Court in the year 1984. It is denied that the Respondent/Management submitted before the Labour Court that in case the workers formed the society then the respondent/management would appoint and regularise the services of the workers in accordance with seniority. The formation of society as alleged is denied for want of knowledge. It is denied that Labour Court directed management to regularise the services of the workers on the basis of seniority. The allegations made in the claim are lacking in material particulars and the claimant is put to strict proof of the same.

It is denied that the cut off date under the agreement was fixed in most arbitrary manner. It is denied that the claimant had unblemished record from 1983 to 11-03-1994. It is pertinent to mention here that the changes made by the claimant in the date of birth certificate as observed by the Hon'ble High Court of Delhi are pointer towards the integrity and righteousness of the claimant. It is denied that the claimant pursued his case for regularisation through his union vide letter dt. 17-01-1995. It is stated that although the claimant has alleged about annexing the said letter, however, the same has not been annexed along with the documents supplied to the management. The document and its contents are denied and the claimant is put to strict proof of the same. It is denied that conciliation proceedings were going on before the Conciliation Officer. It is submitted that if this was the case, then there was no necessity for the claimant to approach the Hon'ble High Court of Delhi and raise the issue again in the conciliation after a gap of 6 years.

It is denied that fixation of age of 25 years in June 1985 for regularisation of the service is purely arbitrary. It is denied that the claimant is not gainfully employed since 11-03-1994. It is denied that the claimant alone has been discriminated, as alleged. It is denied that the management had given an undertaking that no body will be thrown out of job. It is submitted that the appropriate Government has not referred the issue of validity of the agreement/settlement to the Hon'ble Tribunal. The agreement/settlement is final and binding upon the parties and its validity was neither under challenge in conciliation proceedings nor the issue of its validity has been referred to the Hon'ble Tribunal in the present proceedings. Without prejudice to the aforesaid, it is submitted that the claimant who himself claims to be the member of the

union, which signed the agreement with the management is estopped from challenging the said agreement that too after such a long period of time. It is stated that as per the settlement the members of the society who fulfilled the eligibility criteria in respect of age and educational qualification were to be absorbed on the permanent payroll of the management. Further, it was agreed that if any member of the society did not meet the eligibility criteria, he was to be paid retrenchment compensation. It was also agreed that if the member was not found eligible on account of furnishing false information with regard to their age, educational qualification, he would not be eligible for employment and absorption and was to be paid compensation. As per the clause 1 (i) it was agreed that only those members of society who were of 25 years of age as on the month of formation of the society i.e. June 1985 or joining the society by the member, if that is late, would only be absorbed. It is stated that since the claimant was 26 years of age on the date of formation of society i.e. June 1985 he was not eligible for absorption in the permanent employment of the management and was only eligible for payment of compensation, which he was duly informed to collect from the management. It is pertinent to mention here that the documents filed by the claimant also show that he was 26 years of age and did not fulfil the criteria for absorption. Thus, the allegations of the claimant with regard to the said agreement are baseless and highly belated and cannot be entertained in the present proceedings.

The management has denied almost all the paras of the statement of claim and has stated categorically that he was 26 years of age whereas according to the agreement, he should be 25 years of age as on the month of formation of the society in June, 1985 or joining the society by the member.

The claimant has filed rejoinder. In his rejoinder, he has reiterated the averments of his claim and stated that his age should be counted when he was engaged and not when the agreement was made.

Heard arguments from both the sides and perused the papers on the record. It was submitted from the side of the workman that he is deprived of the benefit of regularisation on the ground of age only. He has not put his signature on the agreement that he was a member of the union of Registered Society. He was 24 years of age when he was enrolled. It was submitted from the side of the management that he has not produced the certificate in this file but the Hon'ble High Court has referred to his certificate while dismissing his writ petition. The qualification for regularisation is 8th pass. A substantial question is whether his age should be considered from the time of his joining into service or from the date of the agreement. It is admitted to both the parties that he served upto 11-3-1994. The agreement was made on 09-03-1994. It is also admitted to both the parties that the workman applicant was engaged from 12-08-1983. As such, he

served for almost 11 years with the respondent management. It was submitted from the side of the workman applicant that after rendering 11 years of service, he should not be deprived of the benefit of regularisation on the basis of the agreement dt. 09-03-1994. There is a clause in the agreement regarding age and in that clause, it has mentioned that the applicant should be 25 years of age as on the month of formation of the society in June, 1985 or joining the society by the member. It is explicit from the age criteria that the workman applicant should be of 25 years of age. It is not mentioned that he should be upto 25 years of age. It is only mentioned in the agreement that the applicant should be 25 years of age. This clause is vague. An applicant should be 25 years of age, it carries two meaning. He should be less than 25 years of age and he should not be more than 25 years of age. It is not mentioned categorically that the workman applicant for regularisation should not be more than 25 years old and it has not been mentioned categorically that he should not be less than 25 years of age. So the criteria of 25 years of age is vague. It should be specifically stipulated that for regularisation, the workman applicant should not exceed the age of 25 years or he should not be more than 25 years of age. So neither the lower status of age has been defined and nor the higher stage of age has been defined. As such, the age prescribed for regularisation is ambiguous. It was further submitted from the side of the workman that Hon'ble Supreme Court has laid down that in case the workman applicant has put up for a long span of service, then he should be given age relaxation. In the instant case, the workman has put in for about 11 years of service. As such, he should be given relaxation in age otherwise he would not be able to gain employment anywhere else. He spent his 11 years of valuable life in serving the management so in the circumstances of the case, his age should be counted from the date of his initial engagement. The Hon'ble Supreme Court has held that in such circumstances, the age relaxation should be given despite provisions of age and qualification and it should be considered at the time of initial engagement. The age criteria is not also clear. 25 years of age carries both the meanings, less than 25 years and more than 25 years so the age criteria of the agreement is not quite specific. It may be interpreted both the ways since the workman applicant has worked for about 11 years in view of the judgement of the Hon'ble Supreme Court, he should be regularised without any back wages taking a sympathetic attitude by the management.

The reference is replied thus :—

The action of the General Manager, Hindustan Petroleum Corp. Ltd., Jeevan Bharti Building, 11th Floor, Tower-I, 124, Indira Chowk, New Delhi-110001 in depriving absorption to Shri N. S. Rane in the HPCL as per the agreement dt. 09-03-1994 considering his date of birth as 01-06-1959 instead of 01-06-1961 ignoring the

certificate of verification of date of birth dt. 04-12-2000 from the Principal, Govt. Sr. Sec. School, Model Town, Sonepat, Haryana is neither justified, nor valid nor reasonable. The workman/applicant deserves to be regularised without any back wages. The management is directed to regularise the workman/applicant without any back wages within one month from the publication of the award. In case of default, the workman/applicant will be entitled to get 50% back wages and an interest of 10% on the back wages which become due.

The award is given accordingly.

Dt. : 14-12-04

R. N. RAI, Presiding Officer

नई दिल्ली, 15 दिसम्बर, 2004

का. आ. 168.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इस्पात लाइम स्टोन क्वारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 44/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-12-04 को प्राप्त हुआ था।

[सं. एल.-29011/7/92-आई. आर. (विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 15th December, 2004

S.O. 168.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 44/93) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Ispat Lime Stone Quarry and their workman, which was received by the Central Government on 15-12-04.

[No. L-29011/7/92-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC/R/44/93

Shri C. M. Singh : Presiding Officer

Shri C. S. Tiwari,
General Secretary,
Hindustan Steel Lime Stone Mazdoor Union,
79/10, Krishna Nagar,
Satna (MP).
—Applicant

Versus

The Manager,
Ispat Lime Stone Quarry,
Babupur, Satna (MP).
—Non-applicant

AWARD

(Passed on this 9th day of December-2004)

1. The Government of India, Ministry of Labour vide its Order No. L-29011/7/92-IR (Misc.) dated 15-2-93 has referred the following dispute for adjudication by this tribunal :—

(1) “क्या प्रबंधतंत्र इस्पात लाइम स्टोन क्वारी बाबुपुर, सतना (म.प्र.) के प्रबंधकों द्वारा श्रमिक श्री लक्ष्मण एवं मथुरा एवं अन्य श्रमिकों के माह सितम्बर 91 के चेतन से एम्बूलेंस चार्ज की कटौती 55 रु. एवं 165 रुपये की जाने की कार्यवाही न्यायोचित है ?”

(2) “क्या प्रबंधतंत्र द्वारा इस्पात लाइम स्टोन क्वारी, बाबुपुर, सतना (म.प्र.) के श्रमिकों को 4 रुपये प्रतिदिन केन्टीन अलाउड़न दिये जाने की कार्यवाही न्यायोचित है, यदि नहीं, तो संबंधित कर्मकार किस अनुमोद के हकदार है ?”

2. After the reference order was received and registered in this Tribunal-cum-Court, notices was issued to the parties. In response of notice, the workman/Union filed its statement of claim. The case was at the stage of filing written statement by the management. Thereafter since 20-5-96 the date fixed in the case, the workman/Union failed to appear on the several dates fixed and lastly on 6-12-2004 the date fixed in the case, the service of notice was deemed sufficient on the workman/Union by registered post. In spite of notice to the workman/Union, none appeared on his behalf.

3. It appears from the above that the workman/Union has no interest in prosecuting this case. Under the circumstances, ‘No Dispute Award’ is passed without any order as to costs ?

4. Copy of the Award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 15 दिसम्बर, 2004

का. आ. 169.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम. पी. स्टेट माइनिंग कार्पोरेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 131/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-12-04 को प्राप्त हुआ था।

[सं. एल.-29012/42/92-आई. आर. (विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 15th December, 2004

S.O. 169.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No. 131/93) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M. P. State Mining Corpn. and their workman, which was received by the Central Government on 15-12-04.

[No. L-29012/42/92-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC/R/131/93

Shri C. M. Singh : Presiding Officer

Shri M. K. Pathak,
Local Secretary,
M.P. Koyla Khanij Nigam Karamchari Sangh,
Hirapur MP State Mining Corpn.,
Hirapur, Distt. Saugor (MP). —Applicant

Versus

The Assistant General Manager (Mines)
MP State Mining Corporation,
Sub Office Hirapur,
Distt. Saugor (MP). —Non-applicant

AWARD

(Passed on this 9th day of December-2004)

1. The Government of India, Ministry of Labour vide Order No. L-29012/42/92-IR (Misc.) dated 22-6-93 has referred the following dispute for adjudication by this tribunal :—

“क्या प्रबंधतंत्र एम. पी. स्टेट माइनिंग कार्पोरेशन, उप कार्यालय, हीरापुर, जिला सागर (म.प्र.) के प्रबंधकों द्वारा श्री सत्येन्द्रसिंह सुपरबाईजर से माह नवम्बर 1980 से स्टोर इंचार्ज का कार्य लिया जाकर उसे इस पद पर नियमित न किये जाने की कार्यवाही न्यायोचित है ? यदि नहीं, तो संबंधित कर्मकार किस अनुतोष का हकदार है ?”

2. After receiving the reference order, it was registered in this tribunal-cum-court on 13-7-93 and notices were issued to the parties to file their respective statements of claim etc. The reference reached the stage of filing statement of claim by the workman and it was listed for the same on 15-1-96. Since then, several dates were fixed in the case for the same purpose and notices were issued to the workman/Union for the same purpose but no body turned up for workman/Union to file the statement of claim. Lastly on 6-12-2004 the date fixed in the case, the notice was deemed sufficiently served on the

workman/Union by registered post. On that date too, no body appeared or turned up for workman/Union to file the statement of claim.

3. It appears that the workman/Union has no interest in prosecuting this case. Under the circumstances, No Dispute Award is passed without any order as to costs.

4. The copy of the Award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 15 दिसम्बर, 2004

का. आ. 170.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम. पी. स्टेट माइनिंग कार्पोरेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 224/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-12-04 को प्राप्त हुआ था।

[सं. एल.-29012/25/89-आई. आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 15th December, 2004

S.O. 170.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 224/89) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M. P. State Mining Corpn. and their workman, which was received by the Central Government on 15-12-04.

[No. L-29012/25/89-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC/R/224/89

Shri C. M. Singh, Presiding Officer.

Shri Chandra Shekhare Tiwari,
General Secretary,
Satna Stone and Lime Workers Union,
79/10, Krishna Nagar, Satna —Applicant

Versus

The Dy. General Manager (Mines)
M.P. State Mining Corporation,
Sub Office : Rajendra Nagar,
Satna —Non-applicant

AWARD

(Passed on this 9th day of December, 2004)

1. The Government of India, Ministry of Labour vide Order No. L-29012/25/89-IR (Vividh) dated 26-10-89 has referred the following dispute for adjudication by this tribunal :—

“क्या एम. पी. स्टेट माइनिंग कंपनीसान, उप-कार्यालय, सतना (म.प्र.) के प्रबंधकों द्वारा अधिकारी को दिनांक 19-3-88 से 31-3-88 तक की अवधि का धेतन भुआतन न किये जाने की कार्यवाही न्यायोचित है? यदि नहीं, तो सम्बन्धित कर्मकार किस अनुतोष के हकदार हैं?”

2. After receiving the reference order, it was registered on 3-11-89 in this Industrial Tribunal-cum-Labour-Court. Thereafter the notice have been issued to the parties to file their respective statement of claim etc. The reference was at the stage of filing rejoinder by the workman/Union and the documents on 20-5-96. Since then, on several dates fixed in the case in spite of issuance of notice, no body turned up for the workman/Union and lastly on 6-12-2004, the date fixed in the case, the notice was deemed sufficiently to be served on the workman/Union by registered post. In spite of the above service of notice, no body appeared for the workman/Union.

3. It appears that the workman/Union has no interest in prosecuting this case. Under the circumstances, ‘No Dispute Award’ is passed without any order as to costs.

4. The copy of the Award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 15 दिसंबर, 2004

का. आ. 171.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, भारतीय पुरातत्व सर्वेक्षण के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, लखनऊ (संदर्भ संख्या 40/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-2004 को प्राप्त हुआ था।

[सं. एल-42012/175/2002-आई. आर. (सी.एम.-II)]
एम. पी. केशवन, डेस्क अधिकारी

New Delhi, the 15th December, 2004

S.O. 171.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 40/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in

the Industrial Dispute between the management of Archaeological Survey of India and their workmen, which was received by the Central Government on 14-12-2004.

[No. L-42012/175/2002-IR(CM-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW****PRESENT :**

Shrikant Shukla, Presiding Officer

I. D. NO. 40/2003

Ref. No. L-42012/175/2002-IR (CM-II) dt. 13-3-03

BETWEEN

Ram Khiladi Yadav,
S/o J. S. Yadav
House No. 34/95/S.P. 33,
Shambhu Palace,
Sanik Vihar Devari Road,
Agra (U. P.)

AND

The Superintending Archaeologist,
Archaeological Survey of India,
Agra Division,
22, Mall Road, Agra (U.P.)

AWARD

The Government of India, Ministry of Labour, New Delhi vide his order No. L-42012/175/2002-IR (CM-II) dated 13-3-2003 referred the following issue for adjudication to Presiding Officer, CGIT-cum-Labour Court, Lucknow :

“क्या अधीक्षण पुरातत्वविद, भारतीय पुरातत्व सर्वेक्षण, आगरा द्वारा कर्मकार श्री राम खिलाड़ी यादव पुत्र श्री जलधारी सिंह यादव को दिनांक 18-1-02 से सेवा से निष्कासित करना न्यायोचित है? यदि नहीं, तो सम्बन्धित कर्मकार किस अनुतोष का हकदार है?”

The worker has filed the statement of claim in the form of affidavit with the photostat copies of the documents alleging that the worker Ram Khiladi was employed on 13-6-93 as Gunman in the services of Archaeological Survey of India, Agra and acquire permanent status. The worker worked till 17-1-02. On 18-1-02 the employer terminated his services without observing the provision of Section 25F of the I.D. Act. 1947. It is also alleged that the employer violated Section 25 G & H of the I.D. Act. The worker has also alleged that the worker was appointed as ex-service man Gunman but the employer did not pay him salary of the Gunman. His claim is that he was appointed in the pay scale of Rs. 1240-2040. He has also

alleged that juniors to him are still in services. In the circumstances he has requested that he be allowed to serve as Gunman and also regularised. He has also requested that he be awarded back wages since 18-1-02. He has further claimed that he has not been paid wages of Gunman in the aforesaid mentioned scale and therefore arrears of pay be also awarded in his favour.

The worker has filed the following photocopies of the documents :—

1. Photocopy of letter Supdt. Archaeologist no. Misc./91/AGM dated 12-2-93.
2. Photocopy of the order Central Administrative Tribunal, Allahabad Bench, dt. 9-8-01 Ram Khiladi and others Vs. Union of India & others.
3. Photocopy of office memo Supdt. Archaeologist dt. 26-12-98.
4. Photocopy of seniority list of casual workers.

The opposite party has filed written statement alongwith affidavit disputing the claim of the worker. The opposite party has alleged that opposite party is not an industry but it is sovereign department of Government of India. The department undertakes the onerous responsibility of preserving and conserving numerous ancient monuments and archaeological sites spread over the length and breadth of the country. These monuments and sites are not only archaeological wealth of the country but also sentinels of national heritage, which are required to be preserved for the posterity. To fulfil this august and arduous task, this department engages numerous casual labourers for specific duration of work. The personnel working under this department are governed by CCS (Conduct) Rules 1965 and the temporary status casual workers are governed by Scheme for Grant of Temporary Status and Regularisation of Casual Workers (1993). The department is neither an industry nor undertakes any kind of industrial work, nor is a manufacturing concern to come under the purview of I.D. Act, 1947. As such application of I. D. Act. 1947 on this department is not proper and justified. The worker had filed an application No. 289/01 in the Central Administrative Tribunal, Allahabad for similar relief and the same has been decided by the Hon'ble Tribunal with the direction to the respondent to issue a reasoned, detailed and speaking order with reference to the departmental rules and directions as well as the legal position as above. Accordingly, a reasoned detailed and speaking order was issued to him in response to his application. It is also alleged that present case is barred by the principle of res judicata as this is a case on the same matter of dispute or the same relief. It is also alleged that worker Ram Khiladi was never appointed on the post of Gunman in the establishment of the respondent/opposite party but was simply engaged as a daily waged casual labour for watch and ward duties of Fatehpur Sikri. During

the year 1993 worker worked for 70 days only (date of implementation of the scheme for grant of temporary status) under the guidelines issued by the DOPT on 10-9-93. So that the question of permanent status does not arise. The worker was assigned to keep watch over Ram Bagh, a centrally protected monument in the night between 31-12-01 and 1-2-02. His shift of duties was from 10 p.m. on 31-12-01 to 6 a.m. on 1-1-02. It was during his shift of duties that two numbers of stone jallies measuring 1.45 metres in length and 0.50 metres in breadth were stolen from the monument by some unidentified person. It was purely due to the callousness and carelessness of the applicant that the government and the said centrally protected monument had to suffer an irreparable loss. The stolen jallies were the properties of the government costing thousands of rupees. An enquiry was ordered by the competent authority into the said theft. The worker was asked to explain as to how the stone jallies were stolen during his shift of duties and why he should not be held responsible for the said theft. In reply to this explanation calling notice he submitted that he left his place of duty in time i.e. 6 a.m. on 1-1-02 whereas his fellow workmen have stated to the contrary. The reply and the copy of the fellow workmen Ainuddin, Ganga Ram, Vinod Shanker have been enclosed with the written statement. The worker had been one of the most unruly, callous and careless worker. If he kept continued in his work, the nation, the government and the monument would have been made to suffer further loss. Hence, his engagement was discontinued on perusal of the report of the enquiry officer who was enquiring into the theft of the said stone jallies. Once disengaged from work, the question of seniority does not arise. The worker was disengaged after due process of enquiry and no injustice has been shown to the applicant. In the facts and circumstances stated above the action of the management in disengaging the worker is legal and just and proper and the worker is not entitled to any relief whatsoever.

The following photocopies of the documents have been filed by the opposite party :—

1. Photocopy of order dt. 9-8-01 passed in O.A. 289/01 by the CAT, Allahabad.
2. Speaking order of the Supdt. Archaeological.
3. Enquiry report.
4. Copy of application of Ram Khiladi, Aniuddin, Gangaram, Vinod Shankar.

The representative of the worker has filed rejoinder in which the representative have denied that the worker is not a industrial worker. It has also been stated vide order dt. 7-2-01 Cat, Allahabad, gave temporary status to 18 workers and in the year 2003, 40 workers were regularised by the order of Hon'ble High Court. It is admitted by the representative of the worker that the duty

of Ram Khiladi was in the night on 31-12-01/1-1-02 at 6 a.m. he handed over the charge to Aniuddin. It is stated that on 1-1-02 at 10 p.m. the worker Ram Khiladi went on duty then he got the information that the two stone jallis were broken. Thereafter Ram Khiladi had been regularly performing the duties and Sri R. K. Dixit, Conservation Asstt. have been demanding Rs.5 000 each from Ram Khiladi and Anuddin and when Ram Khiladi refused to oblige Sri Dixit then on 18-1-02 he was removed without given any notice. Subsequently the employer influenced some employees and obtained concocted complaint and filed in the court. The representative of the worker has also filed the photocopy of the order dt. 7-2-01 of CAT, Allahabad passed in O.A. 1817/93 Bindoo Khan and others Vs. Director General, Archaeological Survey of India.

The worker has examined himself and closed the evidence.

The employer has examined Dr. A. R. Siddiqui, Dy. Supdt. Archaeologist and closed the evidence.

Heard representatives of the parties and perused the evidence on record.

The worker had approached for regularisation of his services as group D employee and also requested to provide consequential benefits before CAT, Allahabad by moving original No. 289/01 alongwith one Chandan Singh. Ram Khiladi and Chandan Singh alleged that they were working in the office of Supdt. Archaeologist, Archaeological Survey of India, Circle Agra on the post of Gunman since June/July 93. They claimed that they have completed the requisite number of days they have worked then they have become entitled to be regularised with consequential benefits. In support of their contention they filed seniority list wherein their names are mentioned at the bottom sl. nos. 213 & 214 respectively. The respondent contested the case and alleged that the worker were not entitled to any benefit out of the direction as per DOPT letter dt. 10-9-93, because it was only one time arrangement. It has also been disputed that the worker were appointed as Gunman after due process of selection but they were simply engaged from open market as daily wage casual worker on muster-roll like other daily wage for watch and ward of Fatehpur Sikri and later on they were shifted to Agra. The respondent contended their claim for regular appointment on the post of Gunman after due process of selection is absolutely baseless and therefore he is not entitled to any relief sought for. The learned Judicial member arrived on conclusion that memo dt. 10-9-93 is applicable to those who were in the employment on the date of issue of that memo and had rendered continuous service atleast one year but none of the worker had completed the required period of service to get benefit of the office memo dt. 10-9-93. However, in view of the service status of the worker and the service

requirement as referred in Annexure-I of the O.A. is decided with the following observations :

"The competent authority in the respondent establishment to consider the case of the applicant for grant of temporary status and consequential benefits in the light of above observation within four months from the date of communication of copy of this order and to pass a reasoned, detailed and speaking order with reference to the departmental rules and direction as well as the legal position and the observations as above."

After passing of the above order by CAT, Allahabad Supdt. Archaeologist, passed a speaking order on 28-12-01. The photocopy of the rules which is reproduced below :

"In pursuance of the directions given by the Hon'ble CAT, Allahabad vide his order passed on 9-8-01 in original application no. 289/01, the case of Ram Khilari S/o Sri J. Singh for grant of temporary status and consequential benefit has been thoroughly re-examined and following decision of the Supdt. Archaeologist, AST, Agra who is competent appointing authority for group D employees on reconsideration is hereby communicated as follows :

Whereas the grant of temporary status was a one time affair and was applicable in respect of those casual employees who were in service on the date of notification of the scheme i.e. 10-9-93 and had rendered one year of continuous service with 240/206 days as the case may be at the time of implementation of the scheme.

Whereas as per record available Ram Khilari S/o Jaladhar Singh was engaged as daily wage casual worker in the establishment of answering respondent on 13-6-93 and thus he rendered his service for 70 days only upto 1-9-93 (date of implementation of scheme) and thus he is not entitled for grant of temporary status under the guidelines issued by DOPT on 10-9-93. It is pertinent to mention here that the Hon'ble CAT, Allahabad has also upheld the same view in his judgment dt. 9-8-01 while disposing his original application.

Whereas Ram Khilari was never appointed on the post of Gunman in the establishment of Agra circle after due process of selection but he was simply engaged as a daily wage for watch and ward of Fatehpur Sikri, Headquarter office and presently at Chini-ka-Rauja as casual worker from open market like other daily wage casual employee on Muster rolls. He is also getting his wages regularly as per rules. It is further stated that in the establishment of Agra circle is no sanctioned post of gunman available.

Whereas a combined seniority list of daily wage casual employees is being maintained by Agra Circle. The name of Ram Khiladi is shown at sl. no. 213 as ca

1-1-95, which is still under scrutiny. Thus more than 200 daily wage casual employees are senior to him. As and when regular vacancies of group 'D' post will be fallen vacant due to retirement and casual death of employees, Ram Khiladi be automatically regularised at their turn as per seniority lists vide ann. no. 3 of his said application, disposed of by the Hon'ble Tribunal.

Now in exercise of the powers and after going through the records available, I am of the opinion that Sri Ram Khilari does not fulfil the requirements of the DOPT scheme for grant of temporary status and hence his requests can not be agreed to. He will get his chance at his turn as and when vacancies of group 'D' post will be fallen vacant in future as per seniority list and prevailing recruitment Rules.

Sd/-

(Muhammad K. K.)
Supdt. Archaeologist

In the circumstances the claim of the worker for regularisation on the post of Gunman in the regular pay scale is decided and this operates *res judicata* on the further claim of the worker so far as the claim of regularisation is concerned. It is noteworthy that the issue on regularisation has not been referred to this Tribunal for adjudication. The dispute to be adjudicated is "Whether the action of the management for terminating the services of Ram Khilari w.e.f. 18-1-02 is legal or otherwise. Had worker been appointed Gunman in the pay scale of Rs. 1240—2040, he could not have been selected after due process and must have been given appointment letter or offer of appointment. But no such offer of appointment or appointment letter has been issued by the department nor has been produced by the either parties. The worker himself has admitted in the cross-examination that he has not received any written appointment letter, and he has also admitted that he has received the wages on the daily wage work basis. So in the circumstances it is clear that the worker was engaged on daily wage basis only.

The worker has admitted that his duty was from 10 p.m. on 31-12-01 to 6 a.m. on 1-1-02 and in the morning he given charge to Anuddin. He has also stated on 17-1-02 he was asked to pay Rs. 2500 by R. K. Dixit, Conservation Asstt. but he did not deposit. He has admitted that for the said case only he was removed from service. He has also admitted that during his duty one stone jally was stolen.

The worker has admitted that he knows Anuddin, Ganga Ram, Vinod Shankar and he had no enmity with these 3 persons. He has also admitted that copy of the complaint of these 3 persons were delivered to him. He has also admitted that whatever enquiry was conducted copy of such enquiry report was delivered to him in the court. The opposite party has suggested that the worker

tried to influence the enquiry officer by undue political influence. He has also stated that he was removed from services on 17-1-02.

The worker has also submitted in the cross-examination that two stone jallies was found broken on 31-12-01 at that time his duty was on main gate.

Dr. A. R. Siddiqui, Supdt. Archaeologist examined by the opposite party who has stated that he was working as Asstt. Supdt. Archaeologist during June 02 to July 02 at circle office, Agra. He has stated that he knows Shri Ram Khiladi and he conducted the enquiry in that case. He has stated that Ram Khiladi was engaged as casual labour and only performing the duty of watch and ward. He has also stated that on 31-12-01 in night Ram Khiladi was posted on duty at Rambagh at Agra and in night during his duty two stone jallies were broken in the attempt of theft. The enquiry officer has also stated that other persons posted complained that Ram Khiladi left the place of work in the morning 4 a.m. without giving information to any one. He has also stated that as a result the breaking of stone jallies, a loss to the tune of Rs. 5000 occurred. Therefore he was appointed as enquiry officer. He has also stated that during the enquiry he called Ram Khiladi.

The enquiry officer stated that Ram Khiladi was engaged in 1993 as casual labour and was posted at Fatehpur Sikri but as complaints were received against him he was removed from Fatehpur Sikri at the same time he was cautioned not to commit mistake again and on his request he was again posted. The enquiry officer stated that Ram Khiladi given information orally and he appeared in the enquiry proceeding accordingly. On coming to know due to negligence of Ram Khiladi and Annudin the valuable stone jallies were damaged and therefore both were asked to reimburse the loss equally to the tune of Rs. 2500 each and were asked to apologise but Ram Khiladi neither tendered nor reimbursed the loss and in the circumstances it was not found proper to engage him further and looking to the previous history he proposed to remove him from service. On this the worker Ram Khiladi was removed. The other person Annudin tendered his apology and reimbursed the loss and looking to his past history he was not punished.

In cross-examination of the representative of the worker management witness has stated that it is false to say that he told Sri R. K. Dixit that Ram Khiladi is not at fault.

The management witness has proved the enquiry report paper no. 11/8 and 11/9 is reproduced below : "Enquiry proceedings have been conducted against Ram Khilari (Casual labour) and Sri Ab-ud-din, Monument Attendant, Imad-ud-Daullah on 24-1-02 in the office SA, Agra Circle regarding theft and breaking of stone jali at Rambagh monument.

During investigation and cross questioning it was found that the case of breaking of stone jali at Rambagh monument happened in the night of 31-12-01 when Ain-ud-Din and Sri Ram Khilari were on night duty from 10 P.M. to 6 A.M.

After hearing all the statements of both the persons and the statement of R. K. Dixit, CA, Itmad-ud-Daish, it has been decided that both the charged persons will take the responsibility to repair the broken stone jali on their own cost of about Rs. 5000. Sh. Ain-ud-Din Monument Attendant will pay Rs. 3000 and Sri Ram Khilari, Casual Labour has to bear the cost of Rs. 2000.

However, Ain-ud-Din (Monument Attendant) accepted the offer and agreed to pay Rs. 3000 for the repair of the above jali but Ram Khilari (Casual Labour) did not agree to pay Rs. 2000 and in response he started unjustified arguments in a very rude manner. Ram Khilari threatened to file the case against this office. During enquiry, it has been observed that he is in a regular habit of misbehaving with the concerned C.A. and other staff members (Copy of complaint of the concerned C.A. Sri Dixit and Ain-ud-Din Monument Attendant are enclosed herewith for ready reference).

In spite of the fact that C.A. Itmad-ud-Daullah issued Ram Khilari an explanation letter for performing proper duties and to behave like a gentleman. Ram Khilari never paid any heed to the counseling of Sh. Dixit. In addition to these he persisted in his habit of absconding from duty and misbehaving with colleagues, seniors and other members of the staff.

Ram Khilari although is being conscious of the implications of bringing outer influence into the functioning of the office yet he had been exerting all kinds of political pressure and threats to this office so as to achieve his aim. Moreover he has been threatening the staff of the circle of dire consequences if they would not keep silence against his unscrupulous and illegal activities and would not help in achieving of his objectives.

The said Ram Khilari had absconded from duty at 4 AM in the night of 31-12-01 and 1st Jan. 2002 after having told to that effect to his colleague Ain-ud-Din. He had categorically told Ain-ud-Din that he would be going to his residence for some urgent personal work. The damage to the stone jali in the night of 31-12-01 at Ram Bagh monument has in all probabilities been caused through the involvement of Ram Khilari as evidence available at the spot indicate to that direction only of the said Ram Khilari and his accomplices. Having observed his mischievous activities, I have a feeling that he may

again put the national monuments and the national properties at a loss some day if he does not check himself or if a check is not imposed on him. The fact that he has been associating himself with anti-social elements and has been involved in illegal and irresponsible activities would pose a problem to the safety, security and maintenance of the monuments, which are precious National Property. Any kind of loss that may be caused to the national property could not be tolerated. His habits, his activities, his actions and his unjustified demands all go against the interest of the department. In spite of all these, he has so far failed to mend his manners to prove his worth as a good worker and as a good citizen.

After having gone through the statements, documents and information received in this regard during the enquiry it is hereby suggested that since he is a casual labour he may be discontinued from the engagements of watch and ward duties forthwith in the interest of the safety of the national property. Sh. Ain-ud-Din has been asked to bear a part of the loss so that the jali is repaired and restored. Ram Khilari refused to compensate for the loss to repair the damage so the rest of expenditure may be borne by the concerned C.A. The concerned CA may be asked to restore the jali in its proper shape and at its proper place for which he would not be entitled to any additional funds. Ain-ud-Din may be transferred and adjusted within the same circle.

The management has also filed 3 letters of Ain-ud-Din, Gangaram and Vinod Shankar which respectively paper no. 11/13 to 11/15, they are in nature of complaints against the conduct of Ram Khilari. There is also photocopy of letters of Ram Khilari dt. 20-1-02 addressed to Supdt. Archaeologist, Agra. The photocopy of this letter is not denied by Ram Khilari. This letter goes to show that he was not paid the wages and when he went to receive his wages he was not paid and on 3-1-02 he received a false memo in which it was shown that two jalies were broken at Rambagh Monument in the night of 31-12-01 which is false. This letter also shows that on 17-1-02 the CA, R. K. Dixit asked him to pay Rs. 2500 for the repairing of stone jalies which he denied with the result that he was removed by oral order on 18-2-02.

From the evidence on record it is fully established that the worker Ram Khilari was a casual worker and during his duty in the night of 31-12-01 and 1-1-02 the stone jalies were broken which required repairs. It is also established that the worker was served with the memo with the allegations and enquiry was conducted by the enquiry officer Dr. A. R. Siddiqui who found him guilty of misconduct. A lenient view was taken by the

management and worker was asked to reimburse the loss by pay the proportionate estimated expenditure for repairing of jali and to tender apology but the worker Ram Khilari did not tender apology nor bothered to reimburse the cost. Therefore the management has no option then to dispense the services of Ram Khilari and the other worker who defaulted in duty paid the proportionate amount of estimated repairs and tender apology and this he was retained.

The worker has not alleged in the statement of claim is that the enquiry conducted was in violation of natural justice.

The present case is one which is not covered under the term of retrenchment but it is one which is termination of the services of the workman as result of gross negligence in the work and the management has imposed such punishment after conducting enquiry. The punishment is not excessive as well. The enquiry officer has observed that the worker has been associating himself with anti social elements and has been involved in illegal and irresponsible activities would pose a problem to the safety and security and maintenance of monuments, which precious national property. Any kind of loss that may be caused to the national property could not be tolerated. His habits, his activities and his action and his unjustified demands all go against the interest of the department. In the circumstances the discontinuance of the casual labour is justified and also I come to the conclusion that worker is not entitled to any relief. Issue is accordingly answered.

Lucknow

1-12-2004 SHRIKANT SHUKLA, Presiding Officer
नई दिल्ली, 15 दिसम्बर, 2004

का. आ. 172.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार राज. स्टेट मार्ईन्स एण्ड मिनरल्स लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/प्रम न्यायालय, जोधपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-12-2004 को प्राप्त हुआ था।

[सं. एल-29012/92/2000-आई. आर. (एम.)
बी. एम. डेविड, अवर सचिव

New Delhi, the 15th December, 2004

S.O. 172.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jodhpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Rajasthan State Mines & Minerals Ltd. and their workman, which was received by the Central Government on 15-12-2004.

[No. L-29012/92/2000-IR(M)]
B.M. DAVID, Under Secy.

अनुबंध

औद्योगिक विवाद अधिकरण एवं प्रम न्यायालय, जोधपुर

पीठासीन अधिकारी : श्री के.के. गुप्ता, आर.एच.जे.एस.

औद्योगिक विवाद (केन्द्रीय) संख्या : 10/2002

श्री चौथाराम पुत्र रावताराम, जाति बेलदार

निवासी सेलता हाल मूल शंकर,

जिला जैसलमेर।

—प्रार्थी

बनाम

राजस्थान स्टेट मार्ईन्स एण्ड मिनरल्स

लिमिटेड (आर.एस.एम.एस. लि.)

जयपुर।

—अप्रार्थी

उपस्थिति :

(1) प्रार्थी प्रतिनिधि श्री एल.डी. खत्री, उप.

(2) अप्रार्थी प्रतिनिधि श्री खेमाराम चौधरी, उप.

अधिनिर्णय

दिनांक : 29-9-2004

प्रम मंत्रालय, भारत सरकार नई दिल्ली ने अपनी अधिसूचना क्रमांक एल. 29012/92/2000/आई.आर. (एम.) दिनांक 8-1-2001 से निम्न विवाद वास्ते अधिनिर्णय इस न्यायालय को प्रेषित किया है :

“Whether the termination of Services of Shri Chotharam S/o Shri Rawataram, Ex. Sahayak Karamchari by the management of RSMDC Ltd., Jaipur by way of Voluntary Retirement Scheme w.e.f. 1-2-1997 is legal and justified ? If not, to what relief is workman concerned entitled ??”

प्रार्थी ने अपना माँग-पत्र प्रस्तुत करते हुए अभिकथित किया है कि अप्रार्थी ने उसकी नियुक्ति आर.एल.डब्ल्यू. के पद पर करीब आठ वर्ष पूर्व की तथा सोनू लाईम स्टोन के प्रोजेक्टर पर कार्य करने हेतु निर्देशित किया उसके पश्चात् उसके कार्य से सन्तुष्ट होकर आदेश दिनांक 12-1-93 से आर.एम.डब्ल्यू. के पद पर 1-10-92 से नियमित कर दिया तथा 750-940 के ग्रेड में स्थिरीकरण किया गया। अप्रार्थी के अधिनस्थ अधिकारियों ने प्रार्थी जो कि अनपढ़ है, को गुमराह करते हुए उससे स्वैच्छिक सेवानिवृत्ति योजना के अन्तर्गत प्रार्थना-पत्र मांगे जिस पर प्रार्थी ने भी अपना प्रार्थना-पत्र अप्रार्थी के समक्ष सरात पेश किया व 31-10-97 को कुछ शर्तों पर स्वयं को सेवानिवृत्त करने हेतु प्रार्थना की। प्रार्थी द्वारा पेश किये गये प्रार्थना-पत्र जब अप्रार्थी द्वारा मांगे गये तब प्रार्थी को जो स्वैच्छिक सेवानिवृत्ति से संबंधित अप्रार्थी की पालिसी का आफिस आर्डर बताया गया, उक्त अप्रार्थी द्वारा जारी पालिसी प्रार्थी के मामले में लागू नहीं होती फिर भी प्रार्थी को रोजगार से निकालने हेतु अप्रार्थी द्वारा बद्यन्त्र रचा गया जिसकी जानकारी प्रार्थी को 31-10-97 से पूर्व होने पर उसने अपना स्वैच्छिक सेवानिवृत्ति का प्रार्थना-पत्र वापस उठाने हेतु प्रार्थना पत्र दिया, 13-4-98 को भी प्रार्थी ने अन्य कर्मचारियों के साथ एक प्रार्थना पत्र दिया। अप्रार्थी ने प्रार्थी को

स्वैच्छिक सेवानिवृत्ति योजना के नाम पर प्रार्थना-पत्र लेकर मनमाने ढंग से नौकरी से निकालकर प्रार्थी को संविधान प्रदद अधिकारों की अवहेलना की अतः प्रार्थी पुनः सेवा में रुखे जाने का अधिकारी है। अप्रार्थी के अधिनस्थ अधिकारियों द्वारा प्रार्थी व अनपद् कर्मचारियों के खाली पन्नों पर हस्ताक्षर करवा लेने से उसकी नौकरी पर विपरीत प्रभाव डालने की नियत से यह कृत्य किया जो स्पष्टः अनेकर लेबर प्रैक्टिस की तारीख में आता है। अन्त में निवेदन किया है कि प्रार्थी की सेवामुक्ति को अवैध घोषित कर प्रार्थी को पुनः सेवा में लगातार मानते हुए समस्त परिलाभ दिलाये जावें।

अप्रार्थी की ओर से जबाब प्रस्तुत करते हुए कहा है कि प्रार्थी को शुरू में निगम द्वारा दैनिक वेतन पर रखा गया जिसे 1-10-92 को वेतनमान में नियमित किया गया, निगम द्वारा जारी स्वैच्छिक सेवानिवृत्ति योजना के लाभों व उसके गुण-अवगुण को भली-भांति समझकर प्रार्थी ने अपनी स्वतंत्र इच्छा से स्वैच्छिक सेवानिवृत्ति हेतु प्रार्थना-पत्र अप्रार्थी निगम के समक्ष प्रस्तुत किया था जिसे अप्रार्थी द्वारा स्वीकार कर प्रार्थी को सेवा मुक्त किया गया, अप्रार्थी द्वारा जारी स्वैच्छिक सेवानिवृत्ति योजना समस्त कर्मचारियों के समक्ष उपलब्ध थी। यह कहा गया है कि स्वैच्छिक सेवानिवृत्ति योजना के तहत होने वाले समस्त आर्थिक लाभों की राशि का भुगतान प्रार्थी को किया जा चुका है तथा प्रार्थी की अप्रार्थी निगम में किसी प्रकार की राशि बकाया नहीं है, अप्रार्थी ने स्वैच्छिक सेवानिवृत्ति प्रार्थनापत्र को स्वीकार करने में कोई षड्यंत्र नहीं किया। सेवा से निवृत्त होने के पश्चात् 13-4-98 को कोई प्रार्थना-पत्र अप्रार्थी संस्थान को नहीं मिला, प्रार्थी ने सेवानिवृत्ति आदेश पारित होने से पहले अपने सेवानिवृत्ति आवेदन को वापस लेने हेतु न तो प्रार्थना-पत्र प्रस्तुत किया न ही आग्रह किया, प्रार्थी की सेवामुक्त किया गया था, सेवा से निकाला नहीं गया, अप्रार्थी के अधीनस्थ अधिकारियों ने न तो प्रार्थी को गुमराह किया न ही खाली पन्नों पर हस्ताक्षर करवाये थे। अप्रार्थी निगम ने उसके द्वारा चाहे गये स्वैच्छिक सेवानिवृत्ति को उसके प्रार्थना-पत्र के आधार पर सेवानिवृत्ति प्रदान कर सेवामुक्त किया था उक्त आदेश पारित करने में औद्योगिक विवाद अधिनियम के किसी भी प्रावधान का उल्लंघन नहीं हुआ है। अतः प्रार्थी का प्रार्थना पत्र सव्यय खारिज किया जावें।

मांग पत्र के समर्थन में प्रार्थी ने स्वयं का शपथ-पत्र प्रस्तुत किया जिस पर अप्रार्थी प्रतिनिधि द्वारा जिरह की गई तथा अप्रार्थी की ओर से त्रिभुवन राय ठाकोर का शपथ-पत्र प्रस्तुत किया जिस पर प्रार्थी प्रतिनिधि द्वारा जिरह की गई। दोनों पक्षों की ओर से दस्तावेजात की प्रतियाँ पेश की गईं।

दोनों पक्षों के प्रतिनिधिगण की बहस सुनी, पत्रावली का अवलोकन किया।

प्रार्थी ने तर्क प्रस्तुत करते हुए कहा है कि स्वैच्छिक सेवानिवृत्ति योजना के अन्तर्गत स्वैच्छिक सेवानिवृत्ति हेतु कुछ शर्तों के साथ प्रार्थना-पत्र प्रस्तुत किया जो उसे अप्रार्थी के अधिकारियों ने षड्यन्त्र रचकर गुमराह करके लिया गया, यह योजना उसके मामले में लागू नहीं होती थी। प्रार्थी श्रमिक ने 31-10-97 से पूर्व इसे वापस लेने का प्रार्थना-पत्र भी प्रस्तुत कर दिया था और 13-4-98 को भी अन्य कर्मचारियों

के साथ पुनः उसने इस तरह का प्रार्थना-पत्र प्रस्तुत किया। उनका तर्क है कि सर्वांत त्याग-पत्र की शर्तें पूरी नहीं होती हैं तो त्याग-पत्र मंजूर होना नहीं माना जायेगा।

रेफरेन्स में 1-2-97 सेवानिवृत्ति की दिनांक बतलाई है जबकी प्रार्थी की ओर से प्रस्तुत कार्यालय आदेश की फोटो कापी में दिनांक 1-12-97 से स्वैच्छिक सेवानिवृत्ति प्रभावशील हुई है। सम्पूर्ण पत्रावली व आदेश के अवलोकन से ऐसा प्रतीत होता है कि रेफरेन्स में 1-12-97 के स्थान पर टंकण की त्रुटी से 1-2-97 से टंकित हो गया है व पक्षकारान ने सहवन से 1-12-97 के स्थान पर 31-10-97 मांग-पत्र व जबाब में अंकित कर दिये हैं। जिसका कोई विपरीत प्रभाव दोनों पक्षों पर नहीं पड़ा है।

अप्रार्थी का तर्क है कि प्रार्थी ने अच्छी तरह से समझबूझकर स्वेच्छा से बिना किसी दबाव के प्रार्थना-पत्र प्रस्तुत किया था जो स्कीम प्रार्थी के मामले में लागू थी उस प्रार्थना-पत्र को स्वीकार करके उसे सेवानिवृत्ति कर दिया और समस्त आर्थिक लाभ उसने प्राप्त कर लिये तथा सेवानिवृत्ति स्वीकृत होने व सेवामुक्त होने से पूर्व उसने कोई प्रार्थना-पत्र विडावल का नहीं दिया तथा सेवानिवृत्ति परिलाभ भी प्राप्त कर लिए हैं।

प्रार्थी ने अपने शपथ-पत्र में मांग-पत्र में कहे गये तथ्यों को दोहराया है किन्तु जिरह में उसने यह बात कही है कि उसने रिटायरमेंट की अर्जी नहीं दी, गवाहान के दस्तखत नहीं कराये, पैसे नहीं मिले, 41 हजार करीब मिले हो व मैंने अंगूठा किया हो गलत है, ग्रेच्युटी के 9368 मिले हों यह गलत है, जी.पी.एफ. 18573 दिये हों यह गलत है, प्रदर्श-1 से 3 पर अंगूठे मेरे नहीं हैं, नौकरी से हटाने की शिकायत नहीं की, केस कर दिया।

अप्रार्थी के गवाह ने जबाब में अंकित तथ्यों को अपने शपथ-पत्र में दोहराया है तथा जिरह में कहा है कि क्या शर्त थी याद नहीं, यह गलत है कि त्याग-पत्र स्वीकार होने के पहले प्रार्थी ने त्याग-पत्र विडो कर लिया था, प्रदर्श-1 से 3 का भुगतान सेवानिवृत्ति होने की तिथि को नहीं हुआ था, जिस तारीख को भुगतान हुआ तारीख प्रदर्श-1, 2 व 3 पर अंकित है। जिस दिन प्रार्थी ने सेवानिवृत्ति ली उस दिन स्वैच्छिक सेवानिवृत्ति योजना की सभी शर्तें प्रार्थी पूरा करता था, सन् 91 के बाद समय-समय पर स्वैच्छिक सेवानिवृत्ति की योजनाएं अलग-अलग आती रही थी, 1997-98 में योजना जिसमें प्रार्थी को स्वैच्छिक सेवानिवृत्ति स्वीकार की उस समय 10 साल की नौकरी व 40 वर्ष की उम्र खाली कन्डीशन आवश्यक नहीं थी। प्रदर्श-2 के जरिये प्रार्थी को 9368 रुपये का भुगतान किया है, फोरवर्डिंग लेटर प्रदर्श-2 में 93681 रुपये प्रार्थी के नाम के अंकित है यह डेसीमल की गलती के कारण हुआ है, वास्तव में 9368 रुपये ही प्रार्थी के ग्रेच्युटी के बनते हैं। प्रदर्श-2 में क्रम संख्या-3 चौथाराम के भुगतान पर अंगूठा निशानी ए टू बी है उस पर नाम अंकित नहीं है, यह सही है कि भुगतान मैंने स्वयं ने नहीं किया है, कैशियर ने किया है, यह गलत है कि सेवानिवृत्ति के दो माह पहले त्याग-पत्र स्वीकार कर लिया हो।

प्रार्थी श्रमिक का यह कथन कि उसने प्रार्थना-पत्र नहीं दिया व गुमराह करके उससे ले लिया उसको साबित करना था उसने इस संबद्ध में कोई साक्ष्य प्रस्तुत नहीं की है कि उसे गुमराह करके और दबाव देकर प्रार्थना-पत्र प्राप्त किया हो, उसने इस तरह का प्रार्थना-पत्र व उसकी फोटो प्रति भी प्रस्तुत नहीं की व रसीद भी प्रस्तुत नहीं की है। सेवानिवृत्ति तिथि के पूर्व उसने सेवानिवृत्ति के प्रार्थना-पत्र को वापस लेने के लिए प्रार्थना-पत्र प्रस्तुत कर दिया था, उसका यह, कहना कि 13-4-98 को अन्य लोगों के साथ उसने प्रार्थना-पत्र प्रस्तुत किया उसकी भी प्रतिलिपि या रसीद प्रस्तुत नहीं की गई है। प्रदर्श-1 के अवलोकन से यह साबित है कि प्रार्थी श्रमिक चौथाराम का 41196 रुपये का एक्सग्रेसिया व अन्य मदों में राशि की डी.डी. नं. 912118 दिनांक 15-1-98 मुख्यालय से भेजा गया था जिसे उसने प्राप्त कर लिया उसका यह कथन है कि उसने यह प्राप्त नहीं किया, उसका अंगूठा निशानी नहीं है, किन्तु उसका मौखिक रूप से कह देना पर्याप्त नहीं है। 98 में डी.डी. के द्वारा उसे यह भुगतान हुआ है, इसी तरह से उसका ग्रेच्युटी का 9368 का भुगतान भी सन् 98 में ही कर दिया जो कि प्रदर्श-2 के अवलोकन से साबित होता है। इस संबंध में उसका यह कहना कि उसका अंगूठा निशानी नहीं है और उसे भुगतान नहीं हुआ स्वीकार किये जाने योग्य नहीं है। सन् 98 के भुगतान की शिकायत न तो पुलिस में की और न ही विभाग में किसी को की, यह दोनों ही भुगतान डी.डी. से हुए हैं अतः यह सम्भव नहीं है कि भुगतान पर फर्जी अंगूठा लगाकर डी.डी. को किसी अन्य ने प्राप्त किया हो। यदि उसे भुगतान प्राप्त नहीं होता तो अवश्य ही वह विभाग में व पुलिस में या अन्य कहीं पर इसकी शिकायत करता। इसके विपरीत अप्रार्थी ने अपनी साक्ष्य से यह साबित किया है कि इनका भुगतान प्रार्थी को उनके विभाग के द्वारा किया गया है, इस सभी कार्यवाही को फर्जी व झूठा मानने का कोई युक्तियुक्त विश्वसनीय कारण पत्रावली पर नहीं है। प्रार्थी का अपने मांग-पत्र व शपथ-पत्र में भी इस तरह का कथन नहीं है कि उसे स्वैच्छिक सेवानिवृत्ति से प्राप्त होने वाले लाभ पी.एफ. ग्रेच्युटी का भुगतान नहीं हुआ। अतः उसका यह कथन कर्तव्य विश्वास किये जाने योग्य नहीं है और इस तरह से अप्रार्थी की साक्ष्य से यह साबित है कि प्रार्थी ने स्वैच्छिक सेवानिवृत्ति प्राप्त करने के बाद उससे मिलने वाले परिलाभों को भी प्राप्त कर लिया है। प्रार्थी यह साबित नहीं कर पाया है कि उसने कुछ शर्तें सेवानिवृत्ति की दी थीं और वह शर्तें पूरी नहीं हुईं, प्रार्थी अपने कथनों को साक्ष्य से साबित नहीं कर पाया है। प्रार्थी की ओर से आर.एल.आर. 2000(3) पेज 566 गोपीकिशन बनाम स्टेट ऑफ राजस्थान व अन्य, एस.सी.सी. 2002(3) पेज 437 शम्भुगिरी सिन्हा बनाम प्रोजेक्ट एण्ड डेवलपमेन्ट इंडिया लि. व अन्य, डब्लू.एल.आर. (एस.) 1992 राजस्थान पेज 756 राजेश व्यास बनाम कोटा ओपन यूनिवर्सिटी, ए.आई.आर. 1987 सुप्रीम कोर्ट पेज 2354 बलराम गुप्ता बनाम यूनियन ऑफ इंडिया के विनिश्चय पेश किये इन सभी न्यायदृष्टान्तों में मुख्य रूप से यह सिद्धांत प्रतिपादित किया है कि त्याग-पत्र स्वीकार होने के पूर्व किसी भी समय वापस लिया जा सकता है, इस सिद्धांत पर कोई विवाद नहीं है। परन्तु प्रस्तुत प्रकरण में प्रार्थी ने सेवानिवृत्ति का प्रार्थना-पत्र स्वीकार होने के पूर्व उसे वापस नहीं लिया वह तो यह भी साबित नहीं कर पाया है कि उसने किसी प्रकार का प्रार्थना पत्र स्वैच्छिक सेवानिवृत्ति को वापस लेने को दिया था,

13-4-98 का प्रार्थना-पत्र देना तर्क के लिए मान भी लिया जावे तब भी उसका प्रार्थना-पत्र स्वीकार हो गया था और 1-12-97 को उसे सेवा मुक्त कर दिया गया था उसने सारे परिलाभ प्राप्त कर लिये थे। विपक्षी की ओर से एस.सी.टी. 2000(1) पेज 745 कंचन कपूर बनाम फेमिली प्लानिंग एसोसिएशन ऑफ इंडिया का विनिश्चय पेश किया जिसमें स्थिति को स्पष्टतौर से प्रतिपादित किया है कि जहां प्रार्थी ने बिना प्रतिरोध किये समय-समय पर परिलाभ प्राप्त किये हैं तो उसके पश्चात् प्रार्थी पुनः नौकरी पाने का अधिकारी नहीं है। विपक्षी के द्वारा ही प्रस्तुत एस.बी. सिविल रिट पिटीशन नं. 3650/98 अम्बाबा बनाम आर.एस.एम. डी.सी. का विनिश्चय पेश किया जिसमें स्पष्ट किया गया है कि जहां प्रार्थी ने सेवानिवृत्ति के संबंध में परिलाभों को प्राप्त कर लिया है तो वह सेवानिवृत्ति के आदेश को चुनौती नहीं दे सकता। यह मामला भी प्रस्तुत प्रकरण जैसा ही है, इसमें भी स्कीम के अन्तर्गत प्रार्थी ने सेवानिवृत्ति का प्रार्थना-पत्र दिया था और उसने रिटायरमेंट लिया था। अतः प्रार्थी द्वारा प्रस्तुत न्यायदृष्टान्त यहां लागू नहीं होते। प्रार्थी का यह कहना कि उसकी शर्तें पूरी नहीं हुईं, माने जाने योग्य नहीं है, उसने सेवानिवृत्ति के पश्चात् सभी परिलाभ प्राप्त कर लिये हैं। प्रार्थी ने अन्य न्यायदृष्टान्त डब्लू.एल.एन. 1985(1) पेज 318 एस.एल. सोनी बनाम आर.एस.एम.डी.सी. प्रस्तुत किया इसके तथ्य बिल्कुल भिन्न हैं, इस विनिश्चय में प्रार्थी की सेवाएं टर्मीनेट कर दी गई थीं और उससे कनिष्ठ को सेवा में लगातार रखा गया था, यहां इस तरह का मामला नहीं है। इसी तरह से एस.एल.आर. 1987(5) पेज 165 सत्यवीरसिंह बनाम राजस्थान राज्य में नियम 12 के बारे में कहा गया है और यह कहा गया है कि सक्षम अधिकारी द्वारा त्याग-पत्र मंजूर कर लिया गया है किन्तु उसमें यह कहा गया है कि जब तक उसे सेवामुक्त नहीं किया जाए जब तक कि वह अदेयता प्रमाण-पत्र प्रस्तुत नहीं करे और इस दौरान प्रार्थी ने त्याग-पत्र वापस ले लिया था और यह माना गया कि त्याग-पत्र प्रभावशील नहीं हुआ क्योंकि अदेयता प्रमाण-पत्र नहीं दिया गया। यहां इस तरह का मामला नहीं है, यहां त्याग-पत्र सर्वानुसार नहीं किया गया था, त्याग-पत्र मंजूर करने के बाद सारे लाभ भी प्रार्थी ने प्राप्त कर लिये थे, उसे सेवामुक्त कर दिया गया था। ऐसी स्थिति में यह न्यायदृष्टान्त प्रार्थी को कोई सहायता नहीं पहुंचाते। प्रार्थी की ओर से एस.एल.आर. 1991(3) पेज 214 वेदपति दिनेश कुमार बनाम नोर्थ जॉन कल्चरल सेन्टर पेश किया इसमें यह कहा गया है कि त्यागपत्र अपने आपसे वापस लिया हुआ माना जायेगा, उसके स्वीकार होने के पहले क्योंकि उसका प्रभावशील होना तब से माना जायेगा जब से उसकी स्वीकृति की सूचना प्रार्थी को दे दी जाए और उसको सेवामुक्त कर दिया जाए, इस मामले के तथ्य भी बिल्कुल भिन्न हैं, यहां इस तरह का मामला नहीं है। यहां तो प्रार्थी का स्वैच्छिक सेवानिवृत्ति का प्रार्थना-पत्र स्वीकार कर लिया गया था उसके बाद उसने सारे परिलाभ प्राप्त कर लिये तब तक उसने कोई प्रार्थना-पत्र सेवानिवृत्ति वापस लेने का नहीं दिया ऐसी स्थिति में यह न्यायदृष्टान्त भी प्रार्थी को कोई सहायता नहीं पहुंचाते। एस.एल.आर. 1994(5) पेज 441 तेजबहादुर सिंह बनाम भारत पर्याप्त एण्ड कम्प्रेशर का विनिश्चय प्रस्तुत किया जिसमें स्वैच्छिक सेवानिवृत्ति प्रार्थना-पत्र प्रस्तुत कर 30-6-92 से चाही थी, कम्पनी ने उसे सूचना दी कि उसका स्वैच्छिक सेवानिवृत्ति प्रार्थना-पत्र 31-5-92 को स्वीकार कर लिया गया है तब

प्रार्थी ने उसको विड़ो करने की प्रार्थना की तब भी उसे 31-5-92 को ही सेवानिवृत्त कर दिया तो यह निर्णीत किया गया कि उसे प्रार्थना-पत्र की दिनांक 30-6-92 से ही रिटायर्ड करना चाहिये था अथवा उसका जो सेवानिवृत्त का प्रार्थना-पत्र है उसके आधार पर रिटायरमेंट करना चाहिये था और कल्पनी का 31-5-92 से सेवानिवृत्त करने का आदेश अवैध माना गया। यहाँ ऐसा मामला नहीं है। प्रार्थी यह साबित नहीं कर पाया है कि उसकी शर्तें मंजूर नहीं हुई, उसको सारे परिलाभ दे दिये गये, उसने सारे परिलाभ प्राप्त कर लिये, जिस स्कीम में उसने प्रार्थना-पत्र दिया उस स्कीम के सारे परिलाभ देते हुए उसका प्रार्थना-पत्र स्वीकार किया गया, अवकाश का भुगतान भी उसको कर दिया गया, उसने यह साबित नहीं किया है कि कौन-सी शर्त की पालना नहीं की गई। अतः प्रार्थी द्वारा प्रस्तुत न्यायदृष्टांत प्रार्थी को कोई सहायता नहीं पहुंचाते हैं।

अतः उपरोक्त विवेचन के आधार पर प्रार्थी द्वारा प्रस्तुत मांग-पत्र स्वीकार किये जाने योग्य नहीं हैं।

अधिनिर्णय

अतः यह अधिनिर्णय किया जाता है कि राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड द्वारा चौथाराम पुत्र श्री रावतराम को उसके प्रार्थना-पत्र के आधार पर सेवानिवृत्त स्कीम के अन्तर्गत सेवानिवृत्त करना किसी भी प्रकार अनुचित और अवैध नहीं है। अतः प्रार्थी अप्रार्थी से कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

इस अधिनिर्णय को प्रकाशनार्थ श्रम मंत्रालय, भारत सरकार, नई दिल्ली को प्रेषित किया जावे।

यह अधिनिर्णय आज दिनांक 29-9-2004 को खुले न्यायालय में हस्ताक्षर कर सुनाया गया।

के.के.गुप्ता, न्यायाधीश

नई दिल्ली, 15 दिसम्बर, 2004

का. आ. 173.—ऑप्पोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राज. स्टेट माईन्स एण्ड मिनरल्स लि. के प्रबंधतांत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑप्पोगिक विवाद में श्रम न्यायालय, जोधपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-12-2004 को प्राप्त हुआ था।

[सं. एल.-29012/62/2000-आई. आर. (एम.)
बी. एम. डेविड, अवर सचिव]

New Delhi, the 15th December, 2004

S.O. 173.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jodhpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Rajasthan State Mines & Minerals Ltd. and their workman, which was received by the Central Government on 15-12-2004.

[No. L-29012/62/2000-IR(M)]
B.M. DAVID, Under Secy.

अनुबंध

ऑप्पोगिक विवाद अधिकारी एवं श्रम न्यायालय, जोधपुर

पीठासीन अधिकारी : श्री के.के. गुप्ता, आर.जे.एच.एस.

ओ. वि. (केन्द्रीय) संख्या : 17/2001

श्रीमती सिरिया पत्नी श्री अर्जुनराम, जाति बेलदार,
निवासी बबरा, मगरा, जैसलमेर (राज.) —प्रार्थीनी

बनावध

राजस्थान स्टेट माईन्स एण्ड मिनरल्स
(आई.एस.एम.एस. लि.),

जयपुर। —अप्रार्थी

उपस्थिति :

- (1) प्रार्थीया की ओर से प्रतिनिधि श्री एल.डी. खत्री, उप.
- (2) अप्रार्थी प्रतिनिधि श्री खेमाराम चौधरी, उप.

● अधिनिर्णय

दिनांक : 29-9-2004

श्रम मंत्रालय, भारत सरकार, नई दिल्ली ने अपनी अधिसूचना क्रमांक एल. 29012/62/2000 [आई.आर. (एम.)] दिनांक 24-01-2001 से निम्न विवाद वास्ते अधिनिर्णय इस न्यायालय को प्रेषित किया है :

“Whether the termination of Services of Smt. Siriya W/o Shri Arjunram Beldar, Ex. Sahayak Karamchari by the management of R.S.M.D.C.. Jaipur by way of Voluntary Retirement Scheme w.e.f. 31-3-98 is legal and justified ? If not, to what relief is workman concerned entitled ?”

प्रार्थीया ने अपना मांग-पत्र प्रस्तुत करते हुए अभिकथित किया है कि उसकी नियुक्ति अप्रार्थी ने अपने अधीन आर.एल.डब्ल्यू. के पद पर करीब आठ वर्ष पूर्व अस्थायी तौर पर की तथा सोनू लाईम स्टोन के प्रोजेक्ट पर कार्य करने हेतु निर्देशित किया। उसके पश्चात प्रार्थीया के कार्य से सन्तुष्ट होकर आदेश दिनांक 12-1-93 को आर.एम.डब्ल्यू. के पद पर दिनांक 1-10-92 को नियमित कर दिया तथा प्रार्थीया का स्थानकरण 750-940 रु. के ग्रेड में किया गया। अप्रार्थी के अधिनस्थ अधिकारियों ने प्रार्थीया जो कि अनपढ़ है, को गुमराह करते हुए उससे स्वैच्छिक सेवानिवृत्ति योजना के अन्तर्गत प्रार्थना-पत्र मांगे जिस पर प्रार्थीनी ने भी अपना प्रार्थना-पत्र अप्रार्थी के समक्ष सशर्त पेश किया था 31-3-98 से विभिन्न शर्तों पर सेवानिवृत्त करने हेतु प्रार्थना की। प्रार्थीनी द्वारा पेश किये गये प्रार्थना-पत्र जब अप्रार्थी द्वारा मांगे गये तब प्रार्थीनी को जो स्वैच्छिक सेवानिवृत्ति से संबंधित अप्रार्थी की पॉलिसी का आफिस आर्डर बताया गया, उक्त अप्रार्थी द्वारा जारी पॉलिसी के प्रार्थीनी के मामले में लागू नहीं होती फिर भी प्रार्थीनी को रोजगार से निकालने हेतु अप्रार्थी द्वारा पड़यंत्र रचा गया जिसकी जानकारी प्रार्थीनी को 30-4-98 पूर्व होने पर प्रार्थीनी ने 7-4-98 को अपना स्वैच्छिक

सेवानिवृत्ति का प्रार्थना-पत्र वापस उठाने हेतु प्रार्थना पत्र दिया, 13-4-98 को भी प्रार्थीनी ने अन्य कर्मचारियों के साथ एक प्रार्थना-पत्र दिया। अप्रार्थी ने प्रार्थीनी को स्वैच्छिक सेवानिवृत्ति योजना के नाम पर प्रार्थना-पत्र लेकर मनमाने ढंग से नौकरी से निकाल कर प्रार्थीनी को संविधान प्रदत्त अधिकारों की अवहेलना की अतः प्रार्थीनी पुनः सेवा में रखे जाने की अधिकारिणी है। अप्रार्थी के अधिनस्थ अधिकारियों द्वारा प्रार्थी व अनपढ़ कर्मचारियों के खाली पन्नों पर हस्ताक्षर करवा लेने से उनकी नौकरी पर विपरीत प्रभाव डालने की नीयत से यह कृत्य किया जो स्पष्टः अनकेयर लेबर प्रेक्टिस की तारीख में आता है। अन्त में निवेदन किया है कि प्रार्थीनी की सेवामुक्ति को अवैध घोषित कर प्रार्थीनी को पुनः सेवा में लगातार मानते हुए समस्त परिलाभ दिलाये जावें।

अप्रार्थी की ओर से जवाब प्रस्तुत करते हुए कहा गया कि प्रार्थीनी को शुरू में निगम द्वारा दैनिक वेतन पर रखा था जिसे 1-10-92 को वेतनमान में नियमित किया गया, निगम द्वारा जारी स्वैच्छिक सेवानिवृत्ति योजना के लाभों व उसके गुण-अवगुण को भली-भांति समझकर प्रार्थीनी ने अपनी स्वतंत्र इच्छा से स्वैच्छिक सेवानिवृत्ति हेतु प्रार्थना-पत्र अप्रार्थी निगम के समक्ष प्रस्तुत किया था जिसे अप्रार्थी द्वारा स्वीकार कर प्रार्थीया को 31-3-98 को स्वैच्छिक सेवानिवृत्ति किया गया, अप्रार्थी द्वारा जारी स्वैच्छिक सेवानिवृत्ति योजना समस्त कर्मचारियों के समक्ष उपलब्ध थी। यह कहा गया है कि स्वैच्छिक सेवानिवृत्ति योजना के तहत होने वाले समस्त आर्थिक लाभों की राशि का भुगतान प्रार्थीया को किया जा चुका है तथा प्रार्थीया की अप्रार्थी निगम में किसी प्रकार की राशि बकाया नहीं है, अप्रार्थी ने स्वैच्छिक सेवानिवृत्ति प्रार्थना-पत्र को स्वीकार करने में कोई पड़यत्र नहीं किया। जब प्रार्थीया का स्वैच्छिक सेवानिवृत्ति का प्रार्थना-पत्र 31-3-98 को स्वीकार हो गया तब 7-4-98 को प्रार्थना-पत्र प्रस्तुत करना गलत है। प्रार्थीनी ने इस प्रकार का कोई प्रार्थना-पत्र प्रस्तुत नहीं किया, अप्रार्थी द्वारा प्रार्थीनी के द्वारा प्रस्तुत स्वैच्छिक सेवानिवृत्ति के प्रार्थना-पत्र को स्वीकार करने में किसी प्रकार की कोई वैधानिक भूल नहीं की गई। प्रार्थीया का सेवानिवृत्ति का प्रार्थना-पत्र वैधानिक रूप से स्वीकार किया गया है, प्रार्थीया ने पी.एफ. की राशि प्राप्त कर ली है, स्वैच्छिक सेवानिवृत्ति के प्रार्थना-पत्र को स्वीकार करने में औ.वि. अधिनियम के किसी भी प्रावधान का उल्लंघन नहीं किया गया, राज्य-सरकार ने गलत रूप से बिना किसी आधार के प्रार्थी के मामले में रेफरेन्स प्रेषित किया है, इस न्यायालय को उक्त मामला सुनने का क्षेत्राधिकार भी प्राप्त नहीं है। प्रार्थीया ने इस योजना के अन्तर्गत मिलने वाले समस्त लाभ प्राप्त कर लिये हैं, इस प्रकरण में धारा 25 एफ व धारा 25-एच के प्रावधानों का उल्लंघन नहीं हुआ है अतः प्रार्थीया कोई राहत पाने की अधिकारिणी नहीं है। अन्त में निवेदन किया है कि प्रार्थीया का मांग-पत्र सव्यय खारिज किया जावे।

मांग-पत्र के समर्थन में प्रार्थीया ने स्वयं का शपथ-पत्र प्रस्तुत किया जिस पर अप्रार्थी प्रतिनिधि द्वारा जिरह की गई तथा अप्रार्थी की ओर से मंगलाराम का शपथ-पत्र प्रस्तुत किया गया जिसपर प्रार्थी प्रतिनिधि द्वारा जिरह की गई। दोनों पक्षों की ओर से दस्तावेजात की प्रतियां पेश की गईं।

दोनों पक्षों के प्रतिनिधिगण की बहस सुनी, पत्रावली का अवलोकन किया।

प्रार्थीया ने तर्क प्रस्तुत करते हुए कहा है कि स्वैच्छिक सेवानिवृत्ति योजना के अन्तर्गत प्रार्थीया ने स्वैच्छिक सेवानिवृत्ति हेतु कुछ शर्तों के साथ प्रार्थना-पत्र प्रस्तुत किया जो उसे गुमराह करके लिया गया, यह योजना उसके मामले में लागू नहीं होती थी और अप्रार्थी के अधिकारियों ने घट्यन्त्र रचकर उसे नौकरी से निकालने के लिए यह कृत्य किया। प्रार्थीया ने 7-4-98 को अपना स्वैच्छिक सेवानिवृत्ति का प्रार्थना-पत्र वापस लेने हेतु प्रार्थना-पत्र प्रस्तुत कर दिया और 13-4-98 को भी अन्य कर्मचारियों के साथ पुनः उसने इस तरह का प्रार्थना-पत्र प्रस्तुत किया। उनका तर्क है कि सशर्त त्याग-पत्र की शर्तें पूरी नहीं हो तो त्याग-पत्र नहीं माना जायेगा, त्याग-पत्र वापस लेने का प्रार्थना-पत्र भी प्रस्तुत कर दिया था इसलिये भी त्याग-पत्र नहीं माना जायेगा।

अप्रार्थी का तर्क है कि प्रार्थीया ने अच्छी तरह से समझ बूझकर स्वेच्छा से बिना किसी दबाव के प्रार्थना-पत्र प्रस्तुत किया था जो स्कीम प्रार्थीया के मामले में लागू थी उस प्रार्थना-पत्र को स्वीकार करके उसे सेवानिवृत्ति कर दिया और समस्त आर्थिक लाभ उसने प्राप्त कर लिये तथा सेवानिवृत्ति स्वीकृत होने से पूर्व उसने कोई प्रार्थना-पत्र विद्वावल का नहीं दिया। प्रार्थीया ने पूर्ण रूप से झूठा मामला उठाया है जो न्यायदृष्टान्त प्रस्तुत किये गये हैं वे सेवानिवृत्ति तिथि के पूर्व दिये गये प्रार्थना-पत्रों पर लागू होते हैं। उनका यह भी तर्क है कि प्रार्थीया ने मांग-पत्र या शपथ-पत्र में यह नहीं कहा है कि उसे किसी प्रकार का पी.एफ. ग्रेचूरी या अन्य लाभ नहीं मिले हैं, प्रार्थीया ने यह साबित नहीं किया है कि उसकी कौनसी शर्त नहीं मानी गई, उसका सर्शत त्याग-पत्र नहीं था, सभी लाभ उसको नियमानुसार दिये गये हैं और कोई औद्योगिक विवाद उत्पन्न नहीं होता है।

प्रार्थीया ने अपने शपथ-पत्र में मांग-पत्र के तथ्यों को दोहराया है उसने स्वयं ने यह स्वीकार किया है कि सेवानिवृत्ति योजना में उसने जो प्रार्थना-पत्र दिया था वह 12-1-98 को प्रस्तुत किया था जिसे 28-3-98 को मन्जूर कर 31-3-98 को सेवानिवृत्ति कर दिया गया, 7-4-98 को उसने प्रार्थना-पत्र प्रस्तुत करना बताया है। अतः उसके स्वयं के कथनानुसार ही 31-3-98 के पश्चात् सेवानिवृत्ति तिथि निकल जाने के बाद और उसको सेवामुक्त करने के पश्चात् उसने यह प्रार्थना-पत्र प्रस्तुत किया है, उसका यह कहना है कि दबाव में व गुमराह करके उससे प्रार्थना-पत्र लिया गया, यह प्रार्थीया साक्ष्य से साबित नहीं कर पाई है। उसने जिरह में यह स्पष्ट रूप से कहा है कि रिटायरमेंट की अर्जी मैंने नहीं दी, अंगूठा नहीं किया, पैसे न मिलने की शिकायत की, रिटायर किया उसके पैसे न मिलने की शिकायत की अर्जी नहीं दी यहीं कैस किया। किन्तु उसने अपने मांग-पत्र व शपथ-पत्र के पैरा 4 में यह स्पष्ट रूप से कहा है कि स्वैच्छिक सेवानिवृत्ति योजना के अन्तर्गत प्रार्थना-पत्र मांगा जिस पर प्रार्थीया ने अपना प्रार्थना-पत्र अप्रार्थी के समक्ष श्रीमान महाप्रबन्धक (खनन) जैसलमेर के मार्फत

12-1-98 को सशर्त त्याग-पत्र पेश किया जिसमें प्रार्थीया ने 31-3-98 से विभिन्न शर्तों पर सेवानिवृत्त करने की प्रार्थना की अतः उसका जिरह में यह कहना कि उसने कोई सेवानिवृत्ति का प्रार्थना-पत्र प्रस्तुत नहीं किया मानने योग्य नहीं है जब कि अप्रार्थी के गवाह मंगलाराम ने अपने बयानों में यह कहा है कि प्रदर्श-1 प्रार्थना-पत्र है, शर्त संख्या-7 की पालना कर दी गई, प्रदर्श-1 प्रार्थना-पत्र की फोटो प्रति स्वयं प्रार्थीया ने प्रस्तुत की है जिसपर प्रार्थीया सीरिया का अंगूठा निशानी है एवं दो गवाह अर्जुनराम व हुकमाराम के हस्ताक्षर हैं, अर्जुनराम स्वयं प्रार्थीया का पति है, हुकमाराम अन्य कर्मचारी है, यदि प्रार्थीया ने स्वैच्छा से इस प्रार्थना-पत्र को प्रस्तुत नहीं किया होता तो कम से कम अपने पति को पेश करके यह कहलावाती कि उसने स्वैच्छा से प्रार्थना-पत्र पेश नहीं किया व बहकावे में पेश करवाया था लेकिन प्रार्थीया ने न तो अर्जुनराम को पेश किया न ही हुकमाराम को पेश किया और यह प्रार्थना-पत्र 12-1-98 को प्रस्तुत कर दिया अतः उसका यह कथन कि उसने प्रार्थना-पत्र स्वैच्छा से पेश नहीं करके गुमराह करके पेश किया कराई विश्वास किये जाने योग्य नहीं है। प्रार्थीया ने अपने मांग-पत्र व शपथ-पत्र में यह नहीं कहा है कि उसे परिलाभों की प्राप्ति नहीं हुई है। इसके विपरीत अप्रार्थी ने अपने बयान में सभी तरह के परिलाभ देने का कथन किया है व प्रदर्श-5 से 9 बाउचरों की फोटो प्रतियां हैं जिसके द्वारा प्रार्थीया सीरिया को भुगतान हुआ, प्रदर्श-5 के अवलोकन से स्पष्ट है कि क्रम संख्या 30 पर सीरिया पति अर्जुनराम को 42576 रुपये का भुगतान चैक नम्बर 266551 दिनांक 31-3-98 के द्वारा किया गया है, यह चैक बैंक ऑफ राजस्थान का था और इस चैक के एनकैशमेंट के सम्बन्ध में प्रदर्श-6 बैंक ऑफ राजस्थान का स्टेटमेन्ट प्रस्तुत हुआ है जिसकी फोटो प्रति के पृष्ठ सं. 8 पर चैक संख्या 551 से 42576 रुपये का सैल्फ का भुगतान होना बताया गया है। बैंक के इस स्टेटमेन्ट को झूठा मानने का कोई आधार नहीं है, यह भुगतान बैंक द्वारा वर्ष 98 में प्रार्थीया को कर दिया गया था, यदि प्रार्थीया को यह प्राप्त नहीं हुआ था तो वह अवश्य ही पुलिस व अन्य अधिकारियों को शिकायत करती लेकिन प्रार्थीया ने ऐसी कोई शिकायत पेश नहीं की। जिरह में उसका यह कह देना कि शिकायत करी, सुनवाई नहीं हुई। लेकिन प्रार्थीया ने शिकायत की कोई प्रति या रसीद पेश नहीं की है। उसके द्वारा 7-4-98 व 13-4-98 को प्रार्थना-पत्र प्रस्तुत किया जाना बताया गया है जिसकी फोटो प्रतियां प्रस्तुत हुई हैं। उन प्रार्थना-पत्रों में यह कथन नहीं है कि उनकी राशियों का भुगतान नहीं किया गया उसमें बीस हजार रुपये अतिरिक्त मांगे हैं वह शर्त पूरी नहीं करने का लिखा है, 13-4-98 को भी अन्य कर्मचारियों के साथ में प्रार्थीया ने प्रार्थना-पत्र दिया है उसमें भी उसने इस तरह का कथन नहीं किया है कि उनकी राशि प्राप्त नहीं हुई है और उसने स्वैच्छा से प्रार्थना-पत्र पेश नहीं किया है और गुमराह करके उनसे लिया है। 25-4-98 को अधिवक्ता श्री एल.डी. खत्री के द्वारा भी प्रार्थीया व अन्यों द्वारा नोटिस दिलाया था जिसमें भी उसने कहा है कि स्वैच्छक सेवानिवृत्ति का सर्वशंख प्रार्थना पत्र प्रस्तुत कर 31-3-98 से सेवानिवृत्ति चाही थी उसमें सब मांगें स्वीकार करनी हैं, 20,000 रुपये की राशि नहीं दी, प्रार्थीया के साथ भेदभाव किया तथा सेवानिवृत्ति के

पूर्व प्रार्थना-पत्र खिद्दो करने के आधार लिये हैं किन्तु यह नहीं कहा है कि गुमराह करके जबरन प्रार्थना-पत्र प्राप्त कर लिया था उनका यह कथन नहीं रहा है कि जो राशि पी.एफ. की या अन्य दी गई वह उन्हें प्राप्त नहीं हुई है। इस तरह से उनका यह कथन कि उसने स्वैच्छा से प्रार्थना-पत्र प्रस्तुत नहीं किया और गुमराह किया गया, मानने योग्य नहीं है। प्रदर्श-7 10606 रुपये की 19-9-98 की प्रार्थीया सीरिया की रसीद है, यह रसीद ग्रेच्यूटी की राशि का भुगतान जरिये चैक नं. 269806 के हुआ है उसको गलत मानने व अविश्वास करने का कोई कारण नहीं है। इसी तरह से अनपेड अर्न्ड लीब का भुगतान प्रदर्श-8 के द्वारा किया जिस पर भी टिकिट पर सीरिया के अंगूठा निशानी है, स्वयं सीरिया ने प्रदर्श-9 प्रार्थना-पत्र जो 19-9-98 को विभाग को दिया है कि उसकी पी.एफ. के 1609 रुपये उसे दिलाए जाएं प्रस्तुत किया है उसमें भी उसने यह नहीं लिखा है कि उसे अन्य राशियां प्राप्त नहीं हुई हैं। इससे यह साबित होता है कि 19-9-98 के पूर्व तक उसे 10606 रु. ग्रेच्यूटी के, 42576 रुपये पी.एफ व अन्य मर्दों के प्राप्त हो चुके थे अन्यथा वह प्रदर्श-9 में पी.एफ. की राशि की मांग करने के साथ-साथ इन राशियों की मांग करती। अतः यह साबित होता है कि प्रार्थीया ने सभी परिलाभ प्राप्त कर लिये हैं। अतः प्रार्थीया यह साबित नहीं कर पाई है कि उसका स्वैच्छिक सेवानिवृत्ति का प्रार्थना-पत्र स्वीकार होने के पूर्व उसे वापस लेने का प्रार्थना-पत्र दे दिया हो और यह भी साबित नहीं कर पाई है कि उसने स्वैच्छिक सेवानिवृत्ति का प्रार्थना-पत्र स्वीकार होने के पूर्व उसे वापस लेने का परिलाभ उसे प्राप्त नहीं हुए हों। इसके विपरीत विपक्षी ने साबित किया है कि सेवानिवृत्ति के सभी परिलाभ उसे दे दिये गये हैं। ऐसी स्थिति में प्रार्थीया द्वारा किये गये तर्क बलहीन होने से स्वीकार किये जाने योग्य नहीं हैं।

प्रार्थीया की ओर से आर.एल.आर. 2000(3) पेज 566 गोपीकिशन बनाम स्टेट ऑफ राजस्थान व अन्य, एस.सी.सी. 2002(3) पेज 437 शम्भुगिरि सिन्हा बनाम प्रोजैक्ट एण्ड डेवलपमेन्ट इण्डिया लि. व अन्य, डब्ल्यू.एल.आर.(एस.) 1992 राजस्थान पेज 756 राजेश व्यास बनाम कोटा ओपन युनिवर्सिटी, ए.आई.आर. 1987 सुप्रीम कोर्ट पेज 2354 बलराम गुप्ता बनाम यूनियन ऑफ इण्डिया के विनिश्चय पेश किये इन सभी न्यायदृष्टान्तों में मुख्य रूप से यह सिद्धांत प्रतिपादित किया है कि त्याग-पत्र स्वीकार होने के पूर्व किसी भी समय वापस लिया जा सकता है, इस सिद्धांत पर कोई विवाद नहीं है। परन्तु प्रस्तुत प्रकरण में प्रार्थीया ने सेवानिवृत्ति का प्रार्थना-पत्र स्वीकार होने के पूर्व उसे वापस नहीं लिया। वह तो यह स्वीकार करती है कि उसने स्वैच्छिक सेवानिवृत्ति प्रार्थना-पत्र को वापस लेने का प्रार्थना-पत्र 7-4-98 को दिया था, 13-4-98 का प्रार्थना-पत्र देना भी तर्क के लिए मान लिया जावे तब भी 31-3-98 को उसका प्रार्थना-पत्र स्वीकार हो गया था और उसने सारे परिलाभ प्राप्त कर लिये थे। विपक्षी की ओर से एस.सी.टी. 2000(1) पेज 745 कंचन कपूर बनाम फेमिली प्लानिंग एसोसिएशन ऑफ इण्डिया द्वा विनिश्चय पेश किया जिसमें स्थिति को स्पष्ट तौर से प्रतिपादित किया है कि जहां प्रार्थीया ने 13-4-98 को समय-समय पर पाई गयी राशि की ओर से प्रतिपादित किये हैं तो उसके पश्चात् गर्भी

पुनः नौकरी पाने का अधिकारी नहीं है। विषयकी के द्वारा ही प्रस्तुत एस.बी. सिविल रिट पिटीशन नं. 3650/98 अम्बावा बनाम आर.एस.एम.डी.सी. का विनिश्चय पेश किया जिसमें स्पष्ट किया गया है कि जहां प्रार्थी ने सेवानिवृत्ति के संबंध में परिलाभों को प्राप्त कर लिया है तो वह सेवानिवृत्ति के आदेश को चुनौती नहीं दे सकता। यह मामला भी प्रस्तुत प्रकरण जैसा ही है, इसमें भी सेवानिवृत्ति स्कीम के अन्तर्गत प्रार्थीया ने सेवानिवृत्ति का प्रार्थना-पत्र दिया था और उसने रिटायरमेंट लिया था। अतः प्रार्थीया द्वारा प्रस्तुत न्यायदृष्टान्त यहां लाए नहीं होते। प्रार्थीया का यह कहना कि उसकी शर्तें पूरी नहीं हुई, माने जाने योग्य नहीं है, उसने सेवानिवृत्ति के पश्चात् सभी परिलाभ प्राप्त कर लिये हैं। प्रार्थीया ने अन्य न्यायदृष्टान्त डब्ल्यू.एल.एन. 1985 (1) पेज 318 एस.एल. सोनी बनाम आर.एस.एम.डी.सी. प्रस्तुत किया। इसके तथ्य बिल्कुल भिन्न हैं, इस विनिश्चय में प्रार्थी की सेवाएं टर्मिनेट कर दी गई थीं और उससे कनिष्ठ को सेवा में लगातार रखा गया था, जहां इस तरह का मामला नहीं है। इसी तरह से एस.एल.आर. 1987(5) पेज 165 सत्यवीरसिंह बनाम राजस्थान राज्य में नियम 12 के बारे में कहा गया है और वह कहा गया है कि सक्षम अधिकारी द्वारा त्याग-पत्र मंजूर कर लिया गया है किन्तु उसमें यह कहा गया है कि तब तक उसे सेवामुक्त नहीं किया जाए जब तक कि वह अदेयता प्रमाण-पत्र प्रस्तुत नहीं करे और इस दौरान प्रार्थी ने त्याग-पत्र वापस ले लिया था और यह माना गया कि त्याग-पत्र प्रभावशील नहीं हुआ क्योंकि अदेयता प्रमाण-पत्र नहीं दिया गया। यहां इस तरह का मामला नहीं है, यहां त्याग-पत्र सशर्त मंजूर नहीं किया गया था, त्याग-पत्र मंजूर करने के बाद सारे लाभ भी प्रार्थीया ने प्राप्त कर लिये थे ऐसी स्थिति में यह न्यायदृष्टान्त प्रार्थीया को कोई सहायता नहीं पहुंचाते। प्रार्थीया की ओर से एस.एल.आर. 1991(3) पेज 214 वेदपति दिनेश कुमार बनाम नोर्थ जोन कल्चरल सेन्टर पेश किया इसमें यह कहा गया है कि त्यागपत्र अपने आपसे वापस लिया हुआ माना जायेगा, उसके स्वीकार होने के पहले क्योंकि उसका प्रभावशील होना तब से माना जायेगा जब से उसकी स्वीकृति की सूचना प्रार्थी को दे दी जाए और उसको सेवामुक्त कर दिया जाए, इस मामले के तथ्य भी बिल्कुल भिन्न हैं, यहां इस तरह का मामला नहीं है। यहां तो प्रार्थीया का स्वैच्छिक सेवानिवृत्ति का प्रार्थना-पत्र स्वीकार कर लिया गया था उसके बाद उसने सारे परिलाभ प्राप्त कर लिये उसे सेवामुक्त कर दिया गया। उसने कोई प्रार्थना-पत्र सेवानिवृत्ति वापस लेने का सेवामुक्ति से पहले नहीं दिया ऐसी स्थिति में यह न्यायदृष्टान्त भी प्रार्थीया को कोई सहायता नहीं पहुंचाता। एस.एल.आर. 1994(5) पेज 441 रेजबहादुर सिंह बनाम भारत पम्प एण्ड कम्प्रेशर का विनिश्चय प्रस्तुत किया जिसमें स्वैच्छिक सेवानिवृत्ति प्रार्थना-पत्र प्रस्तुत कर 30-6-92 से चाही थी, कम्पनी ने उसे सूचना दी कि उसका स्वैच्छिक सेवानिवृत्ति प्रार्थना-पत्र 31-5-92 से स्वीकार कर लिया गया है तब प्रार्थीया ने उसको विड़ो करने की प्रार्थना की तब भी उसे 31-5-92 को ही सेवानिवृत्ति कर दिया तो यह निर्णित किया गया कि उसे प्रार्थना-पत्र की दिनांक 30-6-92 से ही रिटायर्ड करना चाहिये था अथवा उसका जो सेवानिवृत्ति का प्रार्थना-पत्र है उसके आधार पर रिटायरमेंट करना चाहिये था और कम्पनी का 31-5-92 से सेवानिवृत्ति करने का आदेश अवैध माना गया। यहां ऐसा मामला नहीं

है। प्रार्थीया यह साबित नहीं कर पाई है कि उसकी शर्तें मंजूर नहीं हुई, उसको सारे परिलाभ दे दिये गये, उसने सारे परिलाभ प्राप्त कर लिये, जिस स्कीम में उसने प्रार्थना-पत्र दिया उस स्कीम के सारे परिलाभ देते हुए उसका प्रार्थना-पत्र जिस दिनांक से सेवानिवृत्ति चाही उसी से स्वीकार किया गया, उसने यह साबित नहीं किया है कि कौन-सी शर्त की पालना नहीं की गई। अतः प्रार्थीया द्वारा प्रस्तुत न्यायदृष्टान्त प्रार्थीया को कोई सहायता नहीं पहुंचाते हैं।

अतः उपरोक्त विवेचन के आधार पर प्रार्थीया द्वारा प्रस्तुत मांग-पत्र स्वीकार किये जाने योग्य नहीं हैं।

अधिनिर्णय

अतः यह अधिनिर्णित किया जाता है कि राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड द्वारा श्रीमति सीरिया पति अर्जुनराम को उसके प्रार्थना-पत्र के आधार पर सेवानिवृत्ति स्कीम के अन्तर्गत सेवानिवृत्ति करना किसी भी प्रकार अनुचित और अवैध नहीं है। अतः प्रार्थीया अप्रार्थी से कोई अनुत्तोष प्राप्त करने की अधिकारिणी नहीं हैं।

इस अधिनिर्णय को प्रकाशनार्थ श्रम मंत्रालय, भारत सरकार, नई दिल्ली को प्रेषित किया जावे।

यह अधिनिर्णय आज दिनांक 29-9-2004 को खुले न्यायालय में हस्ताक्षर कर सुनाया गया।

के.के.गुप्ता, न्यायाधीश

नई दिल्ली, 15 दिसंबर, 2004

का.आ. 174.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राज. स्टेट माईन्स एण्ड मिनरल्स लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, जोधपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-12-2004 को प्राप्त हुआ था।

[सं. एल.-29012/93/2000-आई.आर. (एम)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 15th December, 2004

S.O. 174.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jodhpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Rajasthan State Mines & Minerals Ltd. and their workman, which was received by the Central Government on 15-12-2004.

[No. L-29012/93/2000-IR(M)]

B.M. DAVID, Under Secy.

अनुबंध

औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, जोधपुर

पीठासीन अधिकारी : श्री के.के. गुप्ता, आर.एच.जे.एस.

ओ. वि. (केन्द्रीय) संख्या : 19/2001

श्रीमती समधा पत्नी श्री मुल्तानाराम, जाति बेलदार
निवासी जैसलमेर (राज.)

—प्रार्थीया

बनाम

राजस्थान स्टेट माइन्स एण्ड मिनरल्स
(आर.एस.एम.एम.) लि.

जयपुर।

—अप्रार्थी

उपस्थिति :

- (1) प्रार्थीया की ओर से प्रतिनिधि श्री एल.डी. खत्री, उप.
- (2) अप्रार्थी प्रतिनिधि श्री खेमाराम चौधरी, उप.

अधिनिर्णय

दिनांक : 29-9-2004

श्रम मंत्रालय, भारत सरकार, नई दिल्ली ने अपनी अधिसूचना क्रमांक एल. 29012/93/2000 [आई.आर. (एम.)] दिनांक 30-01-2001 से निम्न विवाद वास्ते अधिनिर्णय इस न्यायालय को प्रेषित किया है :

"Whether the termination of services of Smt. Samdha W/o Shri Multanaram Ex. Sahayak Karamchari by the management of R.S.M.D.C. Ltd. Jaipur by way of Voluntary Retirement Scheme w.e.f. 31-10-97 is legal and justified? If not, to what relief is workman concerned entitled?"

प्रार्थीया ने अपना मांग-पत्र प्रस्तुत करते हुए अभिकथित किया है कि प्रार्थीया को अप्रार्थी ने अपने अधीन आर.एन.डब्ल्यू. के पद पर करीब आठ वर्ष पूर्व अस्थायी तौर पर नियुक्ति दी तथा सोनू लाईम स्टोन के प्रोजेक्ट पर कार्य करने हेतु निर्देशित किया। उसके पश्चात् प्रार्थीया के कार्य से सन्तुष्ट होकर आदेश दिनांक 12-1-93 को आर.एम.डब्ल्यू. के पद पर दिनांक 1-10-92 को नियमित कर दिया तथा प्रार्थीया का स्थिरीकरण 750-940 के ग्रेड में किया गया। अप्रार्थी के अधीनस्थ अधीकारियों ने प्रार्थीया जो कि अनपद है, को गुमराह करते हुए उससे स्वैच्छिक सेवानिवृत्ति योजना के अन्तर्गत प्रार्थना-पत्र मांगे जिसपर प्रार्थीने ने भी अपना प्रार्थना-पत्र अप्रार्थी के समक्ष सशर्त पेश किया व 31-10-97 से कुछ शर्तों पर सेवानिवृत्त करने हेतु प्रार्थना की। प्रार्थीने द्वारा पेश किये गये प्रार्थना-पत्र जब अप्रार्थी द्वारा मांगे गये तब प्रार्थीने को जो स्वैच्छिक सेवानिवृत्ति से संबंधित अप्रार्थी की पॉलिसी का आफिस आर्डर बताया गया, उक्त अप्रार्थी द्वारा जारी

पॉलिसी प्रार्थीनी के मामले में लागू नहीं होती फिर भी प्रार्थीनी को रोजगार से निकालने हेतु अप्रार्थी द्वारा बहिर्यंत्र रचा गया जिसकी जानकारी प्रार्थीनी को 31-10-97 से पूर्व होने पर प्रार्थीनी ने अपना स्वैच्छिक सेवानिवृत्ति का प्रार्थना-पत्र वापस उठाने हेतु प्रार्थना-पत्र दिया। 13-4-98 को भी प्रार्थीनी ने अन्य कर्मचारियों के साथ एक प्रार्थना-पत्र स्वैच्छिक सेवानिवृत्ति की कार्यवाही रोकने हेतु प्रस्तुत किया। अप्रार्थी ने प्रार्थीनी को स्वैच्छिक सेवानिवृत्ति योजना के नाम पर प्रार्थना-पत्र लेकर मनमाने ढंग से नौकरी से निकाल कर प्रार्थीनी को संविधान प्रदत्त अधिकारों की अवहेलना की अतः प्रार्थीनी पुनः सेवा में रखे जाने की अधिकारिणी है। अप्रार्थी के अधीनस्थ अधिकारियों द्वारा प्रार्थी व अनपद कर्मचारियों के खाली पन्नों पर हस्ताक्षर करवा लेने से उनकी नौकरी पर विपरीत प्रभाव डालने की नीति से यह कृत्य किया जो स्पष्टतः अनफेयर लेबर प्रेक्टिस की तारीफ में आता है। अन्त में निवेदन किया है कि प्रार्थीनी की सेवामुक्ति को अवैध घोषित कर प्रार्थीनी को पुनः सेवा में लगातार मानते हुए समस्त परिलाभ दिलाये जावें।

अप्रार्थी की ओर से जवाब प्रस्तुत करते हुए कहा गया कि प्रार्थीनी को शुरू में निगम द्वारा दैनिक वेतन पर रखा था जिसे 1-10-92 को वेतनमान में नियमित किया गया, निगम द्वारा जारी स्वैच्छिक सेवानिवृत्ति योजना के लाभों व उसके गुण-अवगुण को भली-भांति समझकर प्रार्थीया ने अपनी स्वतंत्र इच्छा से स्वैच्छिक सेवानिवृत्ति हेतु प्रार्थना-पत्र अप्रार्थी निगम के समक्ष प्रस्तुत किया था जिसे अप्रार्थी द्वारा स्वीकार कर प्रार्थीया को दिनांक 31-10-97 को स्वैच्छिक सेवानिवृत्ति किया गया, अप्रार्थी द्वारा जारी स्वैच्छिक सेवानिवृत्ति योजना समस्त कर्मचारियों के समक्ष उपलब्ध थी। यह कहा गया है कि स्वैच्छिक सेवानिवृत्ति योजना के तहत होने वाले समस्त आर्थिक लाभों की राशि का भुगतान प्रार्थीया को किया जा चुका है तथा प्रार्थीया की अप्रार्थी निगम में किसी प्रकार की राशि बकाया नहीं है, अप्रार्थी ने स्वैच्छिक सेवानिवृत्ति प्रार्थना-पत्र को स्वीकार करने में कोई बहिर्यंत्र नहीं किया। जब प्रार्थीया का स्वैच्छिक सेवानिवृत्ति का प्रार्थना-पत्र 31-10-97 को स्वीकार हो गया था तब 13-4-98 को प्रार्थना-पत्र प्रस्तुत करना बेतुका प्रतीत होता है। प्रार्थीनी ने इस प्रकार का कोई प्रार्थना-पत्र प्रस्तुत नहीं किया, अप्रार्थी द्वारा प्रार्थीनी के द्वारा प्रस्तुत स्वैच्छिक सेवानिवृत्ति के प्रार्थना-पत्र को स्वीकार करने में किसी प्रकार की कोई वैधानिक भूल नहीं की गई। प्रार्थीया का सेवानिवृत्ति का प्रार्थना-पत्र वैधानिक रूप से स्वीकार किया गया है, प्रार्थीया ने पी.एफ. की राशि भी प्राप्त कर ली है, स्वैच्छिक सेवानिवृत्ति के प्रार्थना-पत्र को स्वीकार करने में औ.वि. अधिनियम के किसी भी प्रावधान का उल्लंघन नहीं किया गया, राज्य-सरकार ने गलत रूप से बिना किसी आधार के प्रार्थी के मामले में रेफरेन्स प्रेषित किया है, इस न्यायालय को उक्त मामला सुनने का क्षेत्राधिकार भी प्राप्त नहीं है। अन्त में निवेदन किया है कि प्रार्थीया का मांग-पत्र सत्यव्य खारिज किया जावे।

मांग-पत्र के समर्थन में प्रार्थीया ने स्वयं का शपथ-पत्र प्रस्तुत किया जिस पर अप्रार्थी प्रतिनिधि द्वारा जिरह की गई तथा अप्रार्थी की

ओर से मंगलाराम का शपथ-पत्र प्रस्तुत किया गया जिसपर प्रार्थी प्रतिनिधि द्वारा जिरह की गई। दोनों पक्षों की ओर से दस्तावेजात की प्रतियां पेश की गई।

दोनों पक्षों के प्रतिनिधीगण की बहस सुनी, पत्रावली का अवलोकन किया।

प्रार्थीनी का तर्क है कि उसने 31-10-97 से कुछ शर्तों पर सेवानिवृत्ति का प्रार्थना-पत्र दिया था, उसका यह कहना है कि उसे गुमराह करते हुए अप्रार्थी के अधिकारियों ने उसके अनपढ़ होने के कारण उससे स्वैच्छिक सेवानिवृत्ति का प्रार्थना-पत्र दिलवा दिया।

अप्रार्थी की ओर से यह कहा गया है कि प्रार्थीनी ने स्वैच्छिक सेवानिवृत्ति स्कीम को अच्छी तरह से समझ लिया था और समझकर पूरे होश हवास में त्याग-पत्र दिया था जिस पर उसने गवाहान के हस्ताक्षर भी करवाये थे और उसने सारे सेवानिवृत्ति के लाभ भी प्राप्त कर लिये हैं उसके पश्चात् उसका यह कहना कि उसका स्वैच्छिक सेवानिवृत्ति का प्रार्थना-पत्र गुमराह करके अधिकारियों ने प्राप्त किया मानने योग्य नहीं है।

प्रार्थीया ने अपने शपथ-पत्र में मांग पत्र में अंकित तथ्यों को दोहराया है जिरह में उसने यह कहा है कि मैंने अर्जी रिटायरमेंट हेतु गवाह कराकर नहीं दी, मुझे तो अंगूठा करने का कहा सो कर दिया, यह गलत है कि पैसा उठाकर झूटा क्लेम किया हो।

अप्रार्थी की ओर से शपथ-पत्र में अपने जवाब में कहे तथ्यों को दोहराया है और जिरह में गवाह ने स्पष्ट कहा है कि समदा ने स्वैच्छिक सेवानिवृत्ति का प्रार्थना-पत्र दिया था जिसमें जो शर्तें थीं उसका उल्लेख प्रार्थना-पत्र में है, नियमानुसार समस्त लाभ दे दिये थे, सारा भुगतान कर दिया, रसीदों की फोटो प्रतियां पेश कर दी हैं, उपार्जित अवकाश का भुगतान कर दिया गया था, मेडिकल व आकस्मिक अवकाश का जितना बकाया भुगतान था वो भी कर दिया, स्कीम में जो भुगतान होना था वो सभी कर दिया था, मेरे ऑफिस के कर्मचारियों ने भुगतान किया था चैक उन्होंने समदा को दिये थे। यह गलत है कि 50,860 रुपये समदा को नहीं मिले, वाउचर पर समदा की अंगूठा निशानी उसके नाम के आगे है, प्रदर्श-1 व 2 भुगतान वाउचर की फोटो प्रतियां हैं, प्रदर्श-1 पर ए टू बी हस्ताक्षर आर.आर. पटेल के हैं जो मैं पहचानता हूँ सी टू डी डी. आर. अग्रवाल के, ई टू एफ पुष्करनारायण जोशी के हस्ताक्षर हैं जो मैं पहचानता हूँ।

प्रार्थीनी के द्वारा दिये गये प्रार्थना-पत्र के अवलोकन से ही यह स्पष्ट हो जाता है कि उसने 31-10-97 से स्वैच्छिक सेवानिवृत्ति चाही है और उसपर एस.एस. शेखावत, गुमानाराम व उभाराम तीनों के गवाह के रूप में हस्ताक्षर हैं, उसने यह मना किया है कि उसने गवाह के रूप में हस्ताक्षर करके प्रार्थना-पत्र नहीं दिया। इन तीनों गवाहों में से उसने किसी को पेश नहीं किया कि यह हस्ताक्षर उसने नहीं करवाये थे और अंगूठा उसे गुमराह करके करवा लिया था एवं साथ ही उसने अपने मांग-पत्र व शपथ-पत्र में यह नहीं बताया है कि उसे भुगतान

नहीं हुआ है। जिरह में उसने यह बात कही है कि मुझे तो अंगूठा कराने को कहा सो कर दिया, पैसे मुझे नहीं मिले।

अप्रार्थी ने अपनी जिरह में कहा है कि स्वेच्छा से प्रार्थीनी ने प्रार्थना-पत्र दिया था और सारा भुगतान उसको कर दिया है। आकस्मिक अवकाश का भुगतान भी उसको कर दिया है, पी.एल. का भी भुगतान उसको कर दिया है जो उसने प्राप्त कर लिया है जिन वाउचरों पर अंगूठा निशानी किये उसकी फोटो प्रतियां पेश हुई हैं। प्रदर्श-1 50,860 रुपये का भुगतान चैक से किया गया इस पर चैक नम्बर 263498 दिनांक 20-11-97 का चैक और इसमें कैशियर के हस्ताक्षर, पुष्करनारायण जोशी के हस्ताक्षरों को अप्रार्थी ने साबित किया है और ई टू एफ एकाउन्ट व ए.ए.एम. अधिकारियों के हस्ताक्षरों को साबित किया है जिनके समक्ष भुगतान हुआ, उन्होंने इसको वैरीफाई किया है। इसी तरह से ग्रेचुटी के 11371 रुपये का भी प्रार्थीनी को भुगतान हुआ है वह भी चैक द्वारा भुगतान हुआ है। अतः अब प्रार्थीया का यह कहना कि उसे भुगतान नहीं हुआ, विश्वास किये जाने योग्य नहीं है। यदि उसे 97 में किये गये भुगतान की प्राप्ति अभी तक नहीं हुई है तो इसके संबंध में उसने उच्चाधिकारियों को, पुलिस में शिकायत नहीं की और न ही अपने मांग-पत्र में व शपथ-पत्र इस तरह के तथ्यों का वर्णन किया कि उसे भुगतान नहीं हुआ है। अतः स्वैच्छिक सेवानिवृत्ति के सभी परिलाभ उसने स्वेच्छा से प्राप्त कर लिये हैं यह साबित हुआ है। स्वैच्छिक सेवानिवृत्ति का प्रार्थना-पत्र उसने गवाहों के हस्ताक्षर करके प्रस्तुत किया है अतः उसका यह कहना कि गुमराह करके प्राप्त कर लिया था नहीं माना जा सकता जब कि उसने स्वैच्छिक सेवानिवृत्ति से मिलने वाली राशि भी प्राप्त कर ली है।

प्रार्थीनी का यह कथन कि उसने सेवानिवृत्ति का प्रार्थना-पत्र विडो कर लिया था व इस संबंध में अपने मांग-पत्र में कहा है कि स्कीम उसके बारे में लागू नहीं होती थी इसकी जानकारी होने पर 31-10-97 से पूर्व उसने स्वैच्छिक सेवानिवृत्ति का प्रार्थना-पत्र वापस उठाने हेतु प्रार्थना पत्र दिया था किन्तु किस तरीख को दिया था, किसे दिया था, कहां दिया था, यह उसने नहीं बताया है और न ही प्रार्थना-पत्र की प्रतिलिपि प्रस्तुत की है जिससे यह साबित हो सके कि प्रार्थना-पत्र दिया था, कोई रिसीट भी प्रस्तुत नहीं हुई है कि उसने 31-10-97 से पूर्व कोई प्रार्थना-पत्र दिया था। मांग-पत्र में उसने यह कहा है कि 13-4-98 को अन्य कर्मचारियों के साथ प्रार्थना-पत्र दिया था। इस संबंध में अप्रार्थी की ओर से 31-10-97 को सेवानिवृत्ति स्वीकार किये जाने के पश्चात् प्रार्थीनी ने परिलाभ भी प्राप्त कर लिये हैं, तो 13-4-98 को कोई प्रार्थना-पत्र दिया भी है तो उसका कोई महत्व नहीं है, इस तरह का कोई प्रार्थना-पत्र उसने प्रस्तुत किया हो यह साबित नहीं किया है। अतः यह साबित नहीं होता कि प्रार्थीनी ने किसी प्रकार का स्वैच्छिक सेवानिवृत्ति का प्रार्थना-पत्र वापस लेने का कोई प्रार्थना-पत्र प्रस्तुत किया। तर्क के लिए यह मान भी लिया जावे कि 13-4-98 से उसने कोई प्रार्थना-पत्र प्रस्तुत किया तब भी 31-10-97 से ही सेवानिवृत्ति करने का उसका प्रार्थना-पत्र स्वीकार हो चुका था और उसने 30-11-97 और दिसम्बर 97 में समस्त सेवा परिलाभ प्राप्त कर

लिये थे जैसा कि प्रदर्श-1 व 2 वाउचरों की फोटो प्रतियों से साबित है। प्रार्थिनी की ओर से आर.एल.आर. 2000(3) पेज 566 गोपीकिशन बनाम स्टेट ऑफ राजस्थान व अन्य, एस.सी.सी. 2002(3) पेज 437 शम्भुमुरारी सिंह बनाम प्रोजेक्ट एण्ड डेवलपमेन्ट इण्डिया लि. व अन्य, डब्ल्यू.एल.आर. (एस.) 1992 राजस्थान पेज 756 राजेश व्यास बनाम कोटा ओपन यूनिवर्सिटी, ए.आई.आर. 1987 सुप्रीम कोर्ट पेज 2354 बलराम गुप्ता बनाम यूनियन ऑफ इण्डिया के विनिश्चय पेश किये इन सभी न्यायदृष्टान्तों में मुख्य रूप से यह सिद्धांत प्रतिपादित किया है कि त्याग-पत्र स्वीकार होने के पूर्व किसी भी समय वापस लिया जा सकता है, इस सिद्धांत पर कोई विवाद नहीं है। परन्तु प्रस्तुत प्रकरण में प्रार्थिनी ने सेवानिवृत्ति का प्रार्थना-पत्र स्वीकार होने के पूर्व उसे वापस नहीं लिया वह तो यह भी साबित नहीं कर पाई है कि उसने किसी प्रकार का प्रार्थना-पत्र स्वैच्छिक सेवानिवृत्ति को वापस लेने का दिया था, 13-4-98 का प्रार्थना-पत्र देना तर्क के लिए मान भी लिया जावे तब भी 31-10-97 को उसका प्रार्थना-पत्र स्वीकार हो गया था उसने सारे परिलाभ प्राप्त कर लिये थे एवं 31-10-97 को पदमुक्त हो गई थी। विपक्षी की ओर से एस.सी.टी. 2000(1) पेज 745 कंचन कपूर बनाम फेमिली प्लानिंग एसोसिएशन ऑफ इण्डिया का विनिश्चय पेश किया जिसमें स्थिति को स्पष्ट तौर से प्रतिपादित किया है कि जहां प्रार्थी ने बिना प्रतिरोध किये समय-समय पर परिलाभ प्राप्त किये हैं तो उसके पश्चात् प्रार्थी पुनः नौकरी पाने का अधिकारी नहीं है। विपक्षी के द्वारा ही प्रस्तुत एस.बी. सिक्विल रिट पिटीशन नं. 3650/98 अम्बाला बनाम आर.एस.एम.डी.सी. का विनिश्चय पेश किया जिसमें स्पष्ट किया गया है कि जहां प्रार्थी ने सेवानिवृत्ति के संबंध में परिलाभों को प्राप्त कर लिया है तो वह सेवानिवृत्ति के आदेश को चुनौती नहीं दे सकता। यह मामला भी प्रस्तुत प्रकरण जैसा ही है, इसमें भी स्कीम के अन्तर्गत प्रार्थिनी ने सेवानिवृत्ति का प्रार्थना-पत्र दिया था और उसने रिटायरमेंट लिया था। अतः प्रार्थिनी द्वारा प्रस्तुत न्यायदृष्टान्त यहां लागू नहीं होते, प्रार्थिनी का यह कहना कि उसकी शर्तें पूरी नहीं हुईं, माने जाने योग्य नहीं है। प्रार्थिनी ने अन्य न्यायदृष्टान्त डब्ल्यू.एल.एन. 1985 (1) पेज 318 एस.एल. सोनी बनाम आर.एस.एम.डी.सी. प्रस्तुत किया इसके तथ्य बिल्कुल भिन्न हैं, इस विनिश्चय में प्रार्थिनी की सेवाएं टर्मीनेट कर दी गई थीं और उससे कनिष्ठ को सेवा में लगातार रखा गया था, यहां इस तरह का मामला नहीं है। इसी तरह से एस.एल.आर. 1987(5) पेज 165 सत्यवीरसिंह बनाम राजस्थान राज्य में नियम 12 के बारे में कहा गया है और कहा गया है कि सक्षम अधिकारी द्वारा त्याग-पत्र मंजूर कर लिया गया है किन्तु उसमें यह कहा गया है कि जब तक उसे सेवामुक्त नहीं किया जाए जब तक कि वह अदेयता प्रमाण-पत्र प्रस्तुत नहीं करे और इस दौरान प्रार्थी ने त्याग-पत्र वापस ले लिया था और यह माना गया कि त्याग-पत्र प्रभावशाली नहीं हुआ क्योंकि अदेयता प्रमाण-पत्र नहीं दिया गया। यहां इस तरह का मामला नहीं है, यहां त्याग-पत्र संशर्त मंजूर नहीं किया गया था, त्याग-पत्र मंजूर करने के बारे में सारे लाभ भी प्रार्थिनी ने प्राप्त कर लिये थे ऐसी स्थिति में सेवामुक्त कर दिया था। यह न्यायदृष्टान्त प्रार्थिनी को कोई

सहायता नहीं पहुंचाते। प्रार्थिनी की ओर से एस.एल.आर. 1991(3) पेज 214 वेदपति दिनेश कुमार बनाम नॉर्थ जोन कलचरल सेन्टर पेश किया इसमें यह कहा गया है कि त्याग-पत्र अपने आपसे वापस लिया दुआ माना जायेगा, उसके स्वीकार होने के पहले क्योंकि उसका प्रभावशाली होना तब से माना जायेगा जब से उसकी स्वीकृति की सूचना प्रार्थी को दे दी जाए और उसको सेवामुक्त कर दिया जाए, इस मामले के तथ्य भी बिल्कुल भिन्न हैं, यहां इस तरह का मामला नहीं है। यहां तो प्रार्थिनी का स्वैच्छिक त्याग-पत्र स्वीकार कर लिया गया था उसके बाद उसने सारे परिलाभ प्राप्त कर लिये और उसे सेवामुक्त कर दिया गया तब तक उसने कोई प्रार्थना-पत्र सेवानिवृत्ति वापस लेने का नहीं दिया ऐसी स्थिति में यह न्यायदृष्टान्त भी प्रार्थिनी को कोई सहायता नहीं पहुंचाता। एस.एल.आर. 1994(5) पेज 441 तेजबहादुर सिंह बनाम भारत पर्याप्त एण्ड कम्प्रेशर का विनिश्चय प्रस्तुत किया जिसमें स्वैच्छिक सेवानिवृत्ति प्रार्थना-पत्र प्रस्तुत कर 30-6-92 से चाही थी, कम्पनी ने उसे सूचना दी कि उसका स्वैच्छिक सेवानिवृत्ति प्रार्थना-पत्र 31-5-92 से स्वीकार कर लिया गया है तब प्रार्थी ने उसको बिड़ो करने की प्रार्थना की तब भी उसे 31-5-92 को ही सेवानिवृत्त कर दिया तो यह निर्णीत किया गया कि उसे प्रार्थना-पत्र की दिनांक 30-6-92 से ही रिटायर्ड करना चाहिये था अथवा उसका जो सेवानिवृत्ति का प्रार्थना-पत्र है उसके आधार पर रिटायरमेन्ट करना चाहिये था और कम्पनी में 31-5-92 को सेवानिवृत्त करने का आदेश अवैध माना गया। यहां ऐसा मामला नहीं है। प्रार्थिनी यह साबित नहीं कर पाई है कि उसकी शर्तें मंजूर नहीं हुईं, उसको सारे परिलाभ दे दिये गये, उसने सारे परिलाभ प्राप्त कर लिये, जिस स्कीम में उसने प्रार्थना-पत्र दिया उस स्कीम के सारे परिलाभ देते हुए उसका प्रार्थना-पत्र स्वीकार किया गया, अवकाश का भुगतान भी उसको कर दिया गया, उसने यह साबित नहीं किया है कि कौन-सी शर्त की पालना नहीं की गई। अतः प्रार्थिनी द्वारा प्रस्तुत न्यायदृष्टान्त प्रार्थिनी को कोई सहायता नहीं पहुंचाते हैं।

अतः उपरोक्त विवेचन के आधार पर प्रार्थिनी द्वारा प्रस्तुत मांग-पत्र स्वीकार किये जाने योग्य नहीं है।

अधिनिर्णय

अतः यह अधिनिर्णीत किया जाता है कि राजस्थान स्टेट माइन्स एण्ड मिनरल्स लिमिटेड द्वारा समदा परीन श्री मुलतानराम को उसके प्रार्थना-पत्र के आधार पर सेवानिवृत्त स्कीम के अन्तर्गत सेवानिवृत्त करना किसी भी प्रकार अनुचित और अवैध नहीं है। अतः प्रार्थिनी अप्रार्थी से कोई अनुतोष प्राप्त करने की अधिकारिणी नहीं है।

इस अधिनिर्णय को प्रकाशनार्थ श्रम मंत्रालय भारत सरकार, नई दिल्ली को प्रेषित किया जावे।

यह अधिनिर्णय आज दिनांक 29-9-2004 को खुले न्यायालय में हस्ताक्षर कर सुनाया गया।

के.के. गुप्ता, न्यायाधीश

नई दिल्ली, 15 दिसम्बर, 2004

का. आ. 175.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राज. स्टेट माईन्स एण्ड मिनरल्स लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/प्रम न्यायालय जोधपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-12-2004 को प्राप्त हुआ था।

[सं. एल.-29012/94/2000-आई. आर. (एम.)
बी. एम. डेविड, अवर सचिव

New Delhi, the 15th December, 2004

S.O. 175.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Labour Court, Jodhpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Rajasthan State Mines & Minerals Ltd. and their workman, which was received by the Central Government on 15-12-2004.

[No. L-29012/94/2000-IR(M)]
B.M. DAVID, Under Secy.

अनुबंध

औद्योगिक विवाद अधिकरण एवं प्रम न्यायालय, जोधपुर

पीठासीन अधिकारी : श्री के.के. गुप्ता, आर.एच.जे.एस.

औद्योगिक विवाद (केन्द्रीय) संख्या : 14/2001

श्रीमती सायरी देवी पत्नी श्री चौथाराम जाति
बेलदार निवासी सेलता हाल मूल सागर,
जिला जैसलमेर

—प्रार्थिनी

बनाम

राजस्थान स्टेट माईन्स एण्ड मिनरल्स
लिमिटेड (आर.एस.एम. लि.)

—अप्रार्थी

जयपुर।

उपस्थिति :

- (1) प्रार्थिनी की ओर से प्रतिनिधि श्री एल.डी. खत्री, उप.
- (2) अप्रार्थी प्रतिनिधि श्री खेमाराम चौधरी, उप.

अधिनिर्णय

दिनांक : 29-9-2004

प्रम मंत्रालय, भारत सरकार, नई दिल्ली ने अपनी अधिसूचना क्रमांक एल. 29012/94/2000/आई.आर. (एम.) दिनांक 24-1-2001 से निम्न विवाद वास्ते अधिनिर्णय इस न्यायालय को प्रेषित किया है :—

“Whether the termination of services of Smt.Sayari W/o Shri Chotharam Beldar, Ex. Sahayak Karamchari by the management of R.S.M.D.C. Ltd.,

Jaipur by way of Voluntary Retirement Scheme w.e.f. 31-3-1998 is legal and justified ? If not, to what relief is workman concerned entitled ?”

प्रार्थिनी ने अपना माँग-पत्र प्रस्तुत करते हुए अभिकथित किया है कि उसकी नियुक्ति अप्रार्थी के अधीन आठ वर्ष पूर्व अस्थाई तौर पर आर.एम.डब्ल्यू के पद पर की गई तथा सोनू लाईम स्टोन के प्रोजेक्ट पर कार्य करने हेतु निर्देशित किया। उसके पश्चात् प्रार्थिया के कार्य से सन्तुष्ट होकर आदेश दिनांक 12-1-93 को आर.एम.डब्ल्यू के पद पर दिनांक 1-10-92 को नियमित कर दिया तथा प्रार्थिनी का स्थिरीकरण 750-940 के ग्रेड में किया गया। अप्रार्थी के अधीनस्थ अधिकारियों ने प्रार्थिया जो कि अनपढ़ है, को गुमराह करते हुए उससे स्वैच्छिक सेवानिवृत्ति योजना के अन्तर्गत प्रार्थना-पत्र मांगे जिस पर प्रार्थिनी ने भी अपना प्रार्थना-पत्र अप्रार्थी के समक्ष सर्वानुमति प्रदान की। प्रार्थिनी द्वारा पेश किये गये प्रार्थना-पत्र जब अप्रार्थी द्वारा मांगे गये तब प्रार्थिनी को जो स्वैच्छिक सेवानिवृत्ति से संबंधित अप्रार्थी की पालिसी का आफिस आर्डर बताया गया, उक्त अप्रार्थी द्वारा जारी पालिसी प्रार्थिनी के मामले में लागू नहीं होती फिर भी प्रार्थिनी को रोजगार से निकालने हेतु अप्रार्थी द्वारा घड़यंत्र रचा गया जिसकी जानकारी प्रार्थिनी को होने पर 1-12-97 से पूर्व ही अपना स्वैच्छिक सेवानिवृत्ति का प्रार्थना-पत्र वापस उठाने हेतु प्रार्थना-पत्र दिया, 13-4-98 को भी प्रार्थिनी ने अन्य कर्मचारियों के साथ एक प्रार्थना-पत्र स्वैच्छिक सेवानिवृत्ति की कार्यवाही रोकने हेतु प्रस्तुत किया। अप्रार्थी ने प्रार्थिनी को स्वैच्छिक सेवानिवृत्ति योजना के नाम पर प्रार्थना-पत्र लेकर मनमाने ढंग से नौकरी से निकालकर प्रार्थिनी को संविधान प्रदत्त अधिकारों की अवहेलना की अतः प्रार्थिनी पुनः सेवा में रखे जाने की अधिकारियों हैं। अप्रार्थी के अधीनस्थ अधिकारियों द्वारा प्रार्थिनी व अनपढ़ कर्मचारियों के खाली पन्नों पर हस्ताक्षर करवा लेने से उनकी नौकरी पर विपरीत प्रभाव डालने की नीत द्वारा यह कृत्य किया जो स्पष्टतः अनफेयर लेबर प्रैक्टिस की तारीख में आता है। अन्त में निवेदन किया है कि प्रार्थिनी की सेवामुक्ति को अवैध घोषित कर प्रार्थिनी को पुनः सेवा में लगातार मानते हुए समस्त परिलाभ अप्रार्थी से दिलाये जावें।

अप्रार्थी की ओर से जवाब प्रस्तुत करते हुए कहा गया कि प्रार्थिनी को शुरू में नियम द्वारा दैनिक वेतन पर रखा था जिसे 1-10-92 को वेतनमान में नियमित किया गया, नियम द्वारा जारी स्वैच्छिक सेवानिवृत्ति योजना के लाभों व उसके गुण-अवगुण को भली-भांति समझकर प्रार्थिनी ने अपनी स्वतंत्र इच्छा से स्वैच्छिक सेवानिवृत्ति हेतु प्रार्थना-पत्र अप्रार्थी नियम के समक्ष प्रस्तुत किया था जिसे अप्रार्थी द्वारा स्वीकार कर प्रार्थिनी को दिनांक 31-3-1998 को स्वैच्छिक सेवानिवृत्ति किया गया, अप्रार्थी द्वारा जारी स्वैच्छिक सेवानिवृत्ति योजना समस्त कर्मचारियों के समक्ष उपलब्ध थी। यह कहा गया है कि स्वैच्छिक सेवानिवृत्ति योजना के तहत होने वाले समस्त आर्थिक लाभों की राशि का भुगतान प्रार्थिनी को किया जा चुका है तथा प्रार्थिनी ने पी.एफ. की राशि भी प्राप्त की ली है, प्रार्थिनी की अप्रार्थी नियम में किसी प्रकार की राशि बकाया नहीं है, अप्रार्थी ने स्वैच्छिक सेवानिवृत्ति प्रार्थना-पत्र को स्वीकार करने में कोई घड़यंत्र नहीं किया। जब प्रार्थिया

का स्वैच्छिक सेवानिवृत्ति का प्रार्थना पत्र 31-3-1998 को स्वीकार हो गया था तब 13-4-98 को प्रार्थना-पत्र प्रस्तुत करना गलत है, प्रार्थनी ने इस प्रकार का कोई प्रार्थना-पत्र प्रस्तुत नहीं किया। अप्रार्थी द्वारा प्रार्थनी के द्वारा प्रस्तुत स्वैच्छिक सेवानिवृत्ति के प्रार्थना-पत्र को स्वीकार करने में किसी प्रकार की कोई वैधानिक भूल नहीं की है। प्रार्थनी का सेवानिवृत्ति का प्रार्थना-पत्र वैधानिक रूप से स्वीकार किया गया है, स्वैच्छिक सेवानिवृत्ति के प्रार्थना-पत्र को स्वीकार करने में औ. वि. अधिनियम के किसी भी प्रावधान का उल्लंघन नहीं किया गया, राज्य सरकार ने गलत रूप से बिना किसी आधार के प्रार्थनी के मामले में रेफरेंस प्रेषित किया है, इस न्यायालय को उक्त मामला सुनने का क्षेत्राधिकार भी प्राप्त नहीं है। अन्त में निवेदन किया है कि प्रार्थनी का मांग-पत्र सत्य खारिज किया जावे।

मांग-पत्र के समर्थन में प्रार्थीया ने स्वयं का शपथ-पत्र प्रस्तुत किया जिस पर अप्रार्थी प्रतिनिधि द्वारा जिरह की गई तथा अप्रार्थी की ओर से मंगलाराम का शपथ-पत्र प्रस्तुत किया गया जिस पर प्रार्थनी प्रतिनिधि द्वारा जिरह की गई। दोनों पक्षों की ओर से दस्तावेजात की प्रतियां पेश की गईं।

दोनों पक्षों के प्रतिनिधिगण की बहस सुनी, पत्रावली का अवलोकन किया।

प्रार्थीया ने तर्क प्रस्तुत करते हुए कहा है कि स्वैच्छिक सेवानिवृत्ति योजना के अन्तर्गत प्रार्थीया ने स्वैच्छिक सेवानिवृत्ति हेतु कुछ शर्तों के साथ प्रार्थना-पत्र प्रस्तुत किया जो उसे गुमराह करके लिया गया, यह योजना उसके मामले में लागू नहीं होती थी और अप्रार्थी के अधिकारियों ने पद्यंत्र रचकर उसे नौकरी से निकालने के लिए यह कृत्य किया। प्रार्थी ने 31-3-98 से पूर्व इसे वापस लेने का प्रार्थना-पत्र भी प्रस्तुत कर दिया था और 13-4-98 को भी अन्य कर्मचारियों के साथ पुनः उसने इस तरह का प्रार्थना-पत्र प्रस्तुत किया। उनका तर्क है कि सशर्त त्याग-पत्र की शर्त पूरी नहीं हो तो त्याग-पत्र स्वीकृत नहीं माना जायेगा, त्याग-पत्र वापस लेने का प्रार्थना-पत्र भी प्रस्तुत कर दिया था इसलिये भी त्याग-पत्र स्वीकृत नहीं माना जायेगा।

अप्रार्थी का तर्क है कि प्रार्थी ने अच्छी तरह से समझ-बूझकर स्वेच्छा के बिना किसी दबाव के प्रार्थना-पत्र प्रस्तुत किया था जो स्कीम प्रार्थीया के मामले में लागू थी उस प्रार्थना-पत्र को स्वीकार करके उसे सेवानिवृत्त कर दिया और समस्त आर्थिक लाभ उसने प्राप्त कर लिये तथा सेवानिवृत्त स्वीकृत होने व सेवामुक्त होने से पूर्व उसने कोई प्रार्थना-पत्र विडोवल का नहीं दिया। उसने सभी सेवानिवृत्त के परिलाभ भी प्राप्त कर लिए।

प्रार्थीया ने अपने शपथ-पत्र में मांग-पत्र में अंकित तथ्यों को दोहराया है किन्तु जिरह में उसने कहा है कि पैसे मुझे कुछ नहीं दिये जबरन निकाल दिया इसकी रिपोर्ट नहीं की, 31-3-1998 को प्रदर्श-1 द्वारा 66033 रुपये मुझे नहीं दिये, अंगूठा कराया होगा तो कर दिया होगा। शपथ-पत्र में प्रार्थीया ने कहा कि उसे पद्यंत्र रचकर निकाला गया लेकिन उसने ऐसी कोई साक्ष्य प्रस्तुत नहीं की है कि उसे पद्यंत्र रचकर निकाला हो, उसने अपने शपथ-पत्र में यह बात कही है किन्तु

जिरह में उसने कहा है कि उसने प्रार्थना-पत्र दिया था मेरा अंगूठा कराया था उसमें क्या लिखा था पता नहीं।

अप्रार्थी के गवाह ने जबाब में अंकित तथ्यों को अपने शपथ-पत्र में दोहराया है कि अपनी साक्ष्य में स्पष्ट रूप से यह कथन किया है कि प्रार्थीया ने स्वेच्छा से प्रार्थना-पत्र दिया उस पर किसी प्रकार का दबाव नहीं था और उस पर यह स्कीम लागू होती थी और 31-3-98 को उसकी सेवानिवृत्त कर दी उसके परिलाभ भी उसने प्राप्त कर लिये जिसकी रसीद उन्होंने प्रस्तुत की है। गवाह ने जिरह में स्पष्ट रूप से कहा है कि सारे लाभ उसको दे दिये गये थे, सारे भुगतान उसको कर दिया गया था, उपार्जित अवकाश का भी भुगतान कर दिया गया, एक साथ ही भुगतान किया था, भुगतान कैशियर ने किया था मेडिकल अवकाश का भुगतान नहीं होता, आकस्मिक अवकाश का जितना भुगतान बकाया था वह भी कर दिया था, स्कीम में जो भुगतान होना था वो सभी कर दिया था, मेरे ऑफिस के कर्मचारियों ने भुगतान किया था, चैक उन्होंने सायरी को दिये थे, 266554 चैक किस बैंक व शाखा का था आज याद नहीं है, यह गलत है कि 66023 सायरी को नहीं मिले, ग्रेच्युटी की राशि का भुगतान वाउचर पर सायरी का अंगूठा निशानी उसके नाम के आगे है, यह सही है कि अंगूठा निशानी के नीचे नाम व कौन से हथ का है नहीं लिखा है, प्रदर्श-1 व 2 भुगतान वाउचर की फोटो प्रतियां हैं किन्तु 31-3-1998 के दिन कोई भुगतान नहीं हुआ बाद में हुए थे।

प्रदर्श-1 के अवलोकन से स्पष्ट है कि पहले कॉलम में सिरीयल नम्बर, दूसरे कॉलम में नाम, तीसरे कॉलम में एमाउन्ट, चौथे कॉलम में एक्सग्रेसिया राशि, पांचवे कॉलम में टोटल व छठे कॉलम में चैक नम्बर व जिस तारीख का चैक है उसका विवरण दिया गया है। सायरी पली चौथाराम का नाम क्रमांक 33 पर बताया गया है इसको सभी मदों में 66,023 रुपये का भुगतान चैक नं. 266554 दिनांक 31-3-1998 के द्वारा करना बताया गया है इस नाम के आगे ए टू बी अंगूठा निशानी है और इसी वाऊचर पर अन्य कर्मचारियों के भी अंगूठे निशानी व हस्ताक्षर इस स्कीम के तहत सेवानिवृत्त होने वाले व सेवानिवृत्त लाभ प्राप्त करने वालों के दिये गए हैं। इसी तरह प्रदर्श-2 ग्रेच्युटी भुगतान के सम्बन्ध में प्रस्तुत किया है इसमें क्रमांक 35 पर प्रार्थीया का नाम है और उसे 11932 रुपये का भुगतान किया है जो चैक संख्या 269808 दिनांक 10-6-98 का है, अन्य कर्मचारियों को भी भुगतान इसी प्रदर्श-2 से किया गया है जिनके भुगतान व अंगूठा निशानी इस पर है, इस पर अविश्वास किये जाने का कोई कारण पत्रावली पर नहीं है। केवल मात्र यह कह देना कि उसे यह राशियाँ प्राप्त नहीं हुईं, विश्वास किये जाने योग्य नहीं है। 98 में उसे यह राशि प्राप्त नहीं हुई उसकी शिकायत उसने न तो पुलिस में की और न ही विभाग में किसी को की, इसलिये ऐसा नहीं माना जा सकता कि उसको इसका भुगतान नहीं हुआ है। जब कि प्रार्थीया के द्वारा प्रस्तुत प्रार्थना-पत्र की फोटो प्रति 3-4-1998 को कार्यालय में रिसीप्ट में देना बताया गया है उसमें 18 कर्मचारियों के नाम अंकित हैं उसमें उन्होंने यह लिखा है कि वे सेवाओं से स्वेच्छा से सेवानिवृत्त ले चुके हैं परन्तु हमारी शर्त में एक शर्त यह थी कि हम 20,000 रुपये के अतिरिक्त (प्रोत्साहन राशि) दी जाये, जब कि हमारे साथ स्वैच्छिक सेवानिवृत्त लेने वालों को 10 वर्ष की सेवा पूर्ण करने पर बीस हजार रुपये अतिरिक्त राशि स्वीकृत की गई है इस प्रार्थना-पत्र में प्रार्थीया का नाम 25 पर अंकित है,

कर्मचारियों के हस्ताक्षर नहीं है। यह प्रार्थना-पत्र प्रार्थीया ने पेश किया है जिसके दबाव देने का नहीं है। इस प्रार्थना-पत्र से यह साबित होता है कि वे स्वेच्छा से सेवानिवृत्ति ले चुके थे और कुछ राशि जो अन्य लोगों को मिल चुकी थी उनको नहीं मिली थी के सम्बन्ध में माँग की है। अतः प्रार्थीया का यह कहना कि उन्होंने स्वैच्छिक सेवानिवृत्ति का प्रार्थना-पत्र बहकाके में दिया था एवं उसे उसके लाभ प्राप्त नहीं हुए एवं राशि प्राप्त नहीं हुई, मानने योग्य नहीं है। अतः प्रार्थीया यह साबित नहीं कर पाई है कि उसका स्वैच्छिक सेवानिवृत्ति का प्रार्थना-पत्र बहकाके से दिया हो, यह भी साबित नहीं कर पाई है कि उसे परिलाभ प्राप्त नहीं हुए हैं, यह भी साबित नहीं कर पाई है कि उसने स्वैच्छिक सेवानिवृत्ति का प्रार्थना-पत्र स्वीकार होने के पूर्व उसे वापस लेने का प्रार्थना-पत्र दे दिया हो और यह भी साबित नहीं कर पाई है कि उसके परिलाभ उसे प्राप्त नहीं हुए हैं। इसके विपरीत विषयकी ने साबित किया है कि सेवानिवृत्ति के सभी परिलाभ उसे दे दिये गये। प्रार्थीया ने यह भी साबित नहीं किया है कि उसने कुछ शर्तें रखी थीं जो पूरी नहीं हुई हैं। अतः प्रार्थीया अपने द्वारा किये गये कथन को साबित करने में असफल रही है। उसने अपने मांग-पत्र व शपथ-पत्र में यह नहीं कहा है कि उसे परिलाभ पेंशन, ग्रेचुयटी या अन्य परिलाभ प्राप्त नहीं हुए हैं, उसका यह कथन कि परिलाभ प्राप्त नहीं हुए हैं कर्तव्य मानने योग्य नहीं है, बाद में प्रार्थीया ने सोच-समझ कर जिरह में यह कथन बताये हैं ऐसी स्थिति में प्रार्थीया द्वारा किये गये तर्क बलहीन होने से स्वीकार किये जाने योग्य नहीं हैं।

प्रार्थीया की ओर से आर.एल.आर. 2000 (3) पेज 566 गोपीकिशन बनाम स्टेट आँफ राजस्थान व अन्य, एस.सी.सी. 2002 (3) पेज 437 शम्भुगिरि सिन्हा बनाम प्रोजेक्ट एण्ड डेवलपमेंट इंडिया लि. व अन्य, डब्ल्यू.एल.आर. (एस) 1992 राजस्थान पेज 756 राजेश व्यास बनाम कोटा ओपन यूनिवर्सिटी, ए.आई.आर. 1987 सुप्रीम कोर्ट पेज 2354, बलराम गुप्ता बनाम यूनियन आँफ इंडिया के विनिश्चय पेश किये इन सभी न्यायदृष्टांतों में मुख्य रूप से यह सिद्धांत प्रतिपादित किया है कि त्याग-पत्र स्वीकार होने के पूर्व किसी भी समय वापस लिया जा सकता है इस सिद्धांत पर कोई विवाद नहीं है। परन्तु प्रस्तुत प्रकरण में प्रार्थिया ने सेवानिवृत्ति का प्रार्थना-पत्र स्वीकार होने के पूर्व उसे वापस नहीं लिया वह तो यह साबित भी नहीं कर पाई है कि उसने किसी प्रकार का प्रार्थना-पत्र स्वैच्छिक सेवानिवृत्ति को वापस लेने का दिया था, 13-4-98 का प्रार्थना-पत्र देना तर्क के लिए मान भी लिया जावे तब भी 31-3-98 को उसका प्रार्थना-पत्र स्वीकार हो गया था उसे सेवामुक्त कर दिया था और उसने सारे परिलाभ प्राप्त कर लिये थे। विषयकी की ओर से एस.सी.टी. 2000 (1) पेज 745 कंचन कपूर बनाम फेमिली प्लानिंग एसोसिएशन आँफ इंडिया का विनिश्चय पेश किया जिसमें स्थिति को स्पष्ट तौर पर प्रतिपादित किया है कि जहां प्रार्थी ने बिना प्रतिरोध किये समय-समय पर परिलाभ प्राप्त किये हैं तो उसके पश्चात प्रार्थी पुनः नैकरी पाने का अधिकारी नहीं है। विषयकी के द्वारा ही प्रस्तुत एस.बी. सिविल रिट पिटीशन नम्बर 3650/98 अम्बावा बनाम आर.एस.एम.डी.सी. का विनिश्चय पेश किया जिसमें स्पष्ट किया गया है कि जहां प्रार्थी ने सेवानिवृत्ति के संबंध में परिलाभों को प्राप्त कर लिया है तो वह सेवानिवृत्ति के आदेश को चुनौती नहीं दे

सकता। यह मामला भी प्रस्तुत प्रकरण जैसा ही है, इसमें भी स्कीम के अन्तर्गत प्रार्थी ने सेवानिवृत्ति का प्रार्थना-पत्र दिया था और उसने रिटायरमेंट लिया था। अतः प्रार्थीया द्वारा प्रस्तुत न्यायदृष्टांत यहां लागू नहीं होते। प्रार्थीया का यह कहना कि उसकी शर्तें पूरी नहीं हुई, माने जाने योग्य नहीं है, उसने सेवानिवृत्ति के पश्चात् सभी परिलाभ प्राप्त कर लिये हैं। प्रार्थीया ने अन्य न्यायदृष्टांत डब्ल्यू.एल.एन. 1985 (1) पेज 318 एस.एल.सोनी बनाम आर.एस.एम.डी.सी. प्रस्तुत किया इसके तथ्य बिल्कुल भिन्न हैं, इस विनिश्चय में प्रार्थी की सेवाएं टर्मिनेट कर दी गई थीं और उसके कनिष्ठ को सेवा में लगातार रखा गया था, यहां इस तरह का मामला नहीं है। इसी तरह से एस.एल.आर. 1987 (5) पेज 165 सत्यवीर सिंह बनाम राजस्थान राज्य में नियम 12 के बारे में कहा गया है और यह कहा गया है कि सक्षम अधिकारी द्वारा त्याग-पत्र मंजूर कर लिया है किन्तु उसमें यह कहा गया है कि तब तक उसे सेवामुक्त नहीं किया जाए जब तक कि वह अदेयता प्रमाण-पत्र प्रस्तुत नहीं करे और इस दौरान प्रार्थी ने त्याग-पत्र वापस ले लिया था और यह माना गया कि त्याग-पत्र प्रभावशील नहीं हुआ क्योंकि अदेयता प्रमाण-पत्र नहीं दिया गया। यहाँ इस तरह का मामला नहीं है, यहां त्याग-पत्र सर्वांत मंजूर नहीं किया गया था, त्याग-पत्र मंजूर करने के बाद सेवा मुक्त कर दिया गया। सारे लाभ भी प्रार्थी ने प्राप्त कर लिये थे ऐसी स्थिति में यह न्यायदृष्टांत प्रार्थीया को कोई सहायता नहीं पहुंचाते। प्रार्थीया की ओर से एस.एल.आर. 1991 (3) पेज 214 वेदपति दिनेश कुमार बनाम नार्थ जोन कल्वरल सेन्टर पेश किया इसमें यह कहा गया है कि त्याग-पत्र अपने आपसे वापस लिया हुआ माना जाएगा, उसके स्वीकार होने के पहले क्योंकि उसका प्रभावशील होना तब से माना जायेगा जब से उसकी स्वीकृति की सूचना प्रार्थी को दे दी जाए और उसको सेवामुक्त कर दिया जाए, इस मामले के तथ्य भी बिल्कुल भिन्न हैं, यहाँ इस तरह का मामला नहीं है। यहाँ तो प्रार्थीया का स्वैच्छिक सेवानिवृत्ति को प्रार्थना-पत्र स्वीकार कर लिया गया था, उसे सेवामुक्त कर दिया गया। उसके बाद उसने सारे परिलाभ प्राप्त कर लिये तब तक उसने कोई प्रार्थना-पत्र सेवानिवृत्ति वापस लेने का नहीं दिया ऐसी स्थिति में यह न्यायदृष्टांत भी प्रार्थीया को कोई सहायता नहीं पहुंचाता। एस.एल.आर. 1994 (5) पेज 441 तेजबहादुर सिंह बनाम भारत पम्प एण्ड कम्प्रेशर का विनिश्चय प्रस्तुत किया जिसमें स्वैच्छिक सेवानिवृत्ति प्रार्थना-पत्र प्रस्तुत कर 30-6-92 से चाही थी, कम्पनी ने उसे सूचना दी कि उसका स्वैच्छिक सेवानिवृत्ति प्रार्थना-पत्र 31-5-92 को स्वीकार कर लिया गया है तब प्रार्थी ने उसको विडो करने की प्रार्थना की तब भी उसे 31-5-92 को ही सेवानिवृत्त कर दिया तो यह निर्णित किया गया कि उसे प्रार्थना-पत्र की दिनांक 30-6-92 से ही रिटायर करना चाहिये था अथवा उसका जो सेवानिवृत्त का प्रार्थना-पत्र है, उसके आधार पर रिटायरमेंट करना चाहिये था और कम्पनी का 31-5-92 से सेवानिवृत्त करने का आदेश अवैध माना गया। यहाँ ऐसा मामला नहीं है। प्रार्थी यह साबित नहीं कर पाया है कि उसकी शर्तें मंजूर नहीं हुई हैं। उसको सारे परिलाभ दे दिये गये, उसने सारे परिलाभ प्राप्त कर लिये, जिस स्कीम में उसने प्रार्थना-पत्र दिया था उस स्कीम के सारे परिलाभ देते हुए उसका प्रार्थना-पत्र स्वीकार किया गया,

अवकाश का भुगतान भी उसको कर दिया गया, उसने यह साबित नहीं किया है कि कौन सी शर्त की पालना नहीं की गई। अतः प्रार्थीया द्वारा प्रस्तुत न्यायदृष्टांत प्रार्थीया को कोई सहायता नहीं पहुंचाते हैं।

अतः उपरोक्त विवेचन के आधार पर प्रार्थीया द्वारा प्रस्तुत मांग-पत्र स्वीकार किये जाने योग्य नहीं हैं।

अधिनिर्णय

अतः यह अधिनिर्णीत किया जाता है कि राजस्थान स्टेट मार्इन्स एण्ड मिनरल्स लिमिटेड द्वारा श्रीमती सायरी पलि श्री चौथाराम को उसके प्रार्थना-पत्र के आधार पर सेवानिवृत्ति स्कीम के अन्तर्गत सेवानिवृत्त करना किसी भी प्रकार अनुचित और अवैध नहीं है। अतः प्रार्थीया अप्रार्थी से कोई अनुतोष प्राप्त करने की अधिकारिणी नहीं है।

इस अधिनिर्णय को प्रकाशनार्थ श्रम मंत्रालय, भारत सरकार, नई दिल्ली को प्रेषित किया जावे।

यह अधिनिर्णय आज दिनांक 29-9-2004 को खुले न्यायालय में हस्ताक्षर कर सुनाया गया।

के.के. गुप्ता, न्यायाधीश

नई दिल्ली, 15 दिसम्बर, 2004

का.आ. 176.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल (संदर्भ संख्या 46/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-2004 को प्राप्त हुआ था।

[सं. एल-22012/266/1999-आई. आर. (सीएम-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 15th December, 2004

S.O. 176.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Ref. No. 46/2000 of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 14-12-2004.

[No. L-22012/266/1999-IR(CM-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT :

Md. Sarfaraz Khan, Presiding Officer.

Reference No. 46 of 2000

PARTIES :

The Agent, Begunia Project,
M/s. B.C.C.L. Ltd., P.O. Barakar,
Distt. Burdwan. —Management

Vs. .

Sri Ram Kr. Singh, Timber Mazdoor as Security
Guard represented by Sri Subhas Kumar Singh,
J.M.S.

REPRESENTATIVES :

For the Management : Sri P. K. Das,
Advocate.

For the Workman (Union) : Sri Subhas Kr. Singh,
President, J.M.S.

Industry : Coal State : West Bengal

Dt. 19-11-2004

AWARD

Sri P. K. Das, Advocate for the management and Shri Subhas Kumar Singh, Area working president of J.M.S. representing the workman are present in the Court. A petition has also been filed on behalf of the workman by the union praying therein to close the case and pass necessary order.

Heard both the sides on the aforesaid petition. Both sides conceded to the prayer made in the said petition and submitted that the workman concerned has died and his dependent has got employment, so due to the non-existent of the dispute the union does not want to pursue the case.

From perusal of the record it transpires that after receipt of the said reference, summons were issued through the registered post to the respective parties and in compliance to the summons, management appeared but the workman did not appear the date. However it is clear from the contents of the petition that the workman has expired and his son was employed in service. In such situation the union does not have any interest to contest the case.

In view of the above facts circumstances I do not think proper to continue the case which will not serve any purpose rather it will be sheer wastage of the valuable time of the Court. Its such it is hereby ordered that let the case of the union as prayed be closed and a no dispute award be and in same is passed accordingly. Secretary to send the copies to the Ministry of Labour for information and needful.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 15 दिसम्बर, 2004

का. आ. 177.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल (संदर्भ संख्या 47/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-2004 को प्राप्त हुआ था।

[सं. एल-22012/81/2002-आई. आर. (सी एम-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 15th December, 2004

S.O. 177.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Ref. No. 47/2002 of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 14-12-2004.

[No. L-22012/81/2002-IR(CM-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT :

Md. Sarfaraz Khan, Presiding Officer.

Reference No. 47 of 2002

PARTIES :

The Agent, Begunia Project of
B.C.C.L. —Management
Vs.

S/Sh. Ram Bahadur, Santosh Kora & Iwar Bouri.
—Workman

REPRESENTATIVES :

For the Management : Sri P. K. Das,
Advocate.

For the Workman (Union) : S. K. Singh, Area
President, Janta
Mazdoor Sangh
(HMS).

Industry : Coal State : West Bengal

Dated the 29th October, 2004

AWARD

In exercise of powers conferred by clause (d) of sub-section (1) and Sub-section 2(A) of Section 10 of the

Industrial Dispute Act, 1947, the Govt. of India through the Ministry of Labour vide its Order No. L-22012/81/2002-IR (CM-II) dated 24-10-2002 has been pleased to refer the following dispute for adjudication by this Tribunal :

“Whether the demand of the Janta Mazdoor Sangh from management of Begunia Project of M/s. BCCL for placing S/Shri Ram Bahadur, Santosh Kora and Iwar Bouri in excavation Grade ‘C’ w.e.f. 23-10-1997 is justified ? If so, to what relief are the workmen concerned entitled ?”

2. Sri P. K. Das, Advocate for the management and Sri S. K. Singh, the Area President, Janta Mazdoor Singh (HMS) are present today. Today was the date fixed for filing written statement by the management. A petition has been filed on behalf of the union praying therein to close the case as the union is not interested to contest the case.

3. From perusal of the record it transpires that the present reference is to adjudicate as to whether the demand of the Janta Mazdoor Sangh from management of Begunia Project of M/s. BCCL for placing S/Shri Ram Bahadur, Santosh Kora and Iwar Bouri in excavation Grade ‘C’ w.e.f. 23-10-1997 is justified ? If so, to what relief are the workman concerned entitled ?

4. After request of the said reference both the parties appeared on summons and a written statement on behalf of the workman was filed. But since 27-5-2004 no step was being taken by the side of the union and on 29-10-2004 the union appeared and filed the aforesaid petition. Since the union is not interested to contest the case and no regular steps in this case is being taken on its behalf it is not proper and advisable to continue the case and keep the file pending for no purpose. As such the case is closed and it is hereby ordered that let a “no dispute award” be and the same is passed and the reference is accordingly disposed of.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 15 दिसम्बर, 2004

का. आ. 178.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, नेशनल इन्स्टीट्यूट आफ आयुर्वेद के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर (संदर्भ संख्या सीजीआईटी 3/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-2004 को प्राप्त हुआ था।

[सं. एल-42012/89/2002-आई. आर. (सी एम-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 15th December, 2004

S.O. 178.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Ref. No. CGIT-3/2003 of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the industrial dispute between the management of National Institute of Ayurveda, and their workmen, which was received by the Central Government on 14-12-2004.

[No. L-42012/89/2002-IR(CM-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-3/2003

Reference No. L-42012/89/2002-IR (CM-II)

- 1. Shri Bansidhar Sharma,
S/o. Shri Hanuman Sahai Sharma,
R/o. Village Vimalpura,
Post Karanpura via Kaladera,
Jaipur.
- 2. Sh. Yasin Khan,
S/o. Sh. Anwar Khan,
R/o. Bara Mohri, Pathan Colony,
House No. 546, Bharam Puri,
Jaipur.
- 3. Sh. Panna Lal Gurjar,
S/o. Sh. Nathulal Gurjar,
R/o. Village Talamod,
Tehsil Achrol,
Jaipur.Applicants

Versus

The Director,
National Institute of Ayurveda,
Madhav Vilas Palace,
Amer Road,
Jaipur-302001.Non-applicant

PRESENT :

Shri R. C. Sharma, Presiding Officer.
For the applicants : Shri R. C. Jain
For the non-applicant : Shri Anurag Agrawal
Date of award : 30-11-2004

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of Sub-Section 1 of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred the following

industrial dispute for adjudication to this Tribunal which runs as under :—

'क्या श्री बंशीधर शर्मा, श्री यासीन खान एवं श्री पना लाल गुर्जर की सेवा समाप्ति दिनांक 24-05-1997 से प्रबंधन द्वारा किया जाना चायथ संगत एवं वैद्य है ? अगर नहीं तो उक्त तीनों कर्मकार किस लाभ के हकदार हैं और किस तिथि से ?'

2. The workman in their respective claim statements have pleaded that they were appointed on 22-5-1996 by the non-applicant establishment on daily wages basis, who had applied for the post in pursuance of the notice and were selected by the Selection Committee who had worked upto 23-5-1997. But their services were terminated on 24-5-1997 in violation of Section 25-F of the Act. They have further averred that at the time of their termination, the junior employees to them were retained by the establishment and that the establishment has also recruited fresh hands after their termination in violation of Sections 25-G and 25-H of the Act respectively. They have prayed that their termination order be declared illegal and unjustified and they be reinstated in the service with other consequential benefits as well as back wages.

3. The non-applicant has resisted the claims filed by the workman by submitting the replies to their respective claims. He has stated that the workmen were employed on 22-5-1996 on daily wages basis for a period of 3 months with a stipulation that their services can be terminated prior to the stipulated period on completion of the contractual work and further on 24-8-1996 and 14-2-1997, they were also appointed for a period of 3 months respectively. It is further added that on 23-5-1997, on the expiry of the contractual period, their services were automatically terminated. The non-applicant has denied that the workman had ever continuously worked under the employment of the establishment and has stated that they had not completed 240 days of continuous work.

4. The non-applicant has further pointed out that the establishment had advertised the various posts, but no selection could be made on these posts. The workman along with the other petitioners had moved a writ petition No. 492/99 for issuance of the direction to the establishment that they may be permitted to continue till the availability of the regular employees, which was rejected on 4-2-1999. One Shri Meetha Lal, aggrieved by this order, preferred a DB Special Appeal No. 510/99 which was allowed by the Hon'ble DB and the order dated 4-2-1999 was set aside. The non-applicant establishment had also preferred a DB Special Appeal No. 450/99 against the order dated 4-2-1999 which was also allowed by the Hon'ble Court. Thereafter, the regular 4th Class employees were recruited as per the prescribed procedure, but the workmen were found unsuitable to the post.

5. The non-applicant has added that the termination of the workmen does not amount to retrenchment and

their case is covered by the provision under Section 2(oo)(bb) of the Act. He has denied that the junior persons to the workmen were retained by the establishment and that fresh hands were recruited after their termination.

6. In the evidence, all the 3 workmen have submitted their affidavits, who were cross-examined on behalf of the non-applicant. In defence, the counter-affidavit of Sh. Sitaram, Museum Assistant, has been brought on the record, who was cross-examined on behalf of the workmen.

7. Both the parties have also led the documentary evidence on the record.

8. I have heard both the parties and have scanned the record.

9. On the pleadings of both the parties, the following points for determination crop up :—

- (i) Whether the services of the workmen were terminated by the establishment in violation of Section 25-F of the Act ?
- (ii) Whether at the time of terminating the services of the workmen, the junior employees to them were retained by the establishment in violation of Section 25-G of the Act and whether subsequent to their termination, the new hands were recruited by the establishment ?

10. The point-wise discussion follows as under :—

Point No. I

11. The ld. representative for the workmen contends that it is the admitted position that all the three workmen had worked for the period from 23-5-1996 to 23-5-1997, whose services were terminated on 24-5-1997 and they have completed one year of continuous service and has worked over 240 days with the establishment. Prior to their termination, the compliance of the provision under Section 25-F of the Act was not made by the establishment. The ld. representative, therefore, submits that their case falls within the meaning of retrenchment. The next contention advanced on behalf of the workman is that their case is not covered by Section 2(oo)(bb). The order appointing the workmen was issued on 22-5-1996 and their period ended on 22-8-1996. The second order was issued on 24-8-1996 with retrospective effect and by issuing these appointment orders the artificial breaks were given by the establishment. His further contention is that the work performed by the workmen was of the perennial nature, which existed even after their retrenchment and on these grounds, the management's case under Section 2(oo)(bb) is not proved. He has also contended that the amending Act 49 of 1984 has been repealed. As such, the

provision of Section 2(oo)(bb) cannot be attracted not being in force. The ld. representative has pointed out that the termination order of the workman was not challenged before the Rajasthan High Court, that it has not been mentioned in the appointment orders that the term would automatically come to end on its expiry and that the workmen were appointed by the Selection Committee and this fact has also not been mentioned anywhere that they were employed for carrying out the pending work.

12. Arguing contra, the ld. representative for the non-applicant has submitted that the workmen have admitted the documents produced on behalf of the non-applicant and the notice Ex. M-1 for employment of the workmen was pasted on the notice board whereby to carry out the pending work of manufacturing the medicines in the pharmacy, the applications of the daily wagers were invited. They were appointed by the order Ex. M-3 for a specific period of three months and the contract was renewed by the orders Ex. M-4, M-5 and M-6 respectively. The next contention canvassed on behalf of the ld. representative is that the case of the workmen have been rejected by the Hon'ble High Court and the ld. representative in this connection has placed his reliance upon the orders Ex. M-8 to M-11. The ld. representative submits that the case of the workmen falls under Section 2(oo)(bb) since they were employed for a fixed term.

13. I have bestowed my thoughtful consideration to the rival contentions and have gone through the judicial decisions referred to by both the parties.

14. Now, I am called upon to examine as to whether the termination of the services of workmen amounts to retrenchment within the meaning of Section 2(oo) of the Act and whether there is a violation of Section 25-F of the Act. The non-applicant's case is that Section 2(oo)(bb) alone is applicable to the facts of the present case and, therefore, it is not a case of retrenchment.

15. On behalf of the establishment the appointment orders have been brought on the record which are not disputed. Notice Ex. M-1 and the applications Exs. M-2, M-12 and M-13 submitted by the workmen before the concerned authority for their employment have also not been disputed.

16. Ex. M-1 is a notice dated 15-6-96 which was pasted on the notice board whereby the applications of the candidates were invited for their employment as a daily wager for a specified period of 90 days in the pharmacy of the establishment. Pursuant to this notice, application Exs. M-2, M-12 and M-13 were submitted by the workmen Yashin Khan, Bansidhar Sharma and Panna Lal respectively and the workmen have admitted this fact in their cross-examination. Yashin Khan in his application has stated that as per the notice he is willing to work as a daily wager under the non-applicant establishment.

Bansidhar Sharma has mentioned that with reference to the notice he is placing his services to the establishment and Panna Lal Gurjar has stated that he wants to work as a daily wager with the establishment. In the first instance, all the workmen were appointed by the order Ex. M-3 dated 22-5-96 which reads as below :—

“रसायनशाला के शोध औषध निर्माण के पेंडिंग कार्य का पूरा करने हेतु निम्नलिखित व्यक्तियों को रसायनशाला (फार्मेसी) में दैनिक त्रिमिक के रूप में रु. 32 प्रतिदिन की दर से दिनांक 25-5-96 से तीन माह के लिए नियुक्ति प्रदान की जाती है। इनकी सेवाएं उक्त अवधि से पूर्व किसी भी समय बिना किसी पूर्व सूचना के समाप्त की जा सकती हैं।”

17. Thus, it envisages a term of the employment for three months for a specified work i.e. to carry out the pending work of manufacturing the medicines of the pharmacy in the establishment. Vide order Ex. M-4 dated 24-8-96, the contract was renewed for a period of 3 months w.e.f. 23-8-96 which ended on 22-11-96. Thereafter the tenure of employment was extended vide order Ex. M-5 dated 26-11-96 for a period of 90 days from 27-11-96, which expired on 24-2-97 and lastly, the contract was renewed vide order Ex. M-6 dated 14-2-97 for a period of 3 months commencing from 25-2-97 which expired on 24-5-97. Subsequent to it, the employment was not extended and the workmen were terminated. Thus, it appears that the workmen had worked from 23-5-96 to 24-5-97 under the employment of the establishment with a break of only 4 days.

18. Now, I advert to the oral evidence brought on by the parties on the record. The workmen in their cross-examination have admitted that they have submitted their applications for appointment before the non-applicant in pursuance of the notice Ex. M-1. MW-1, Sitaram has deposed in his affidavit that the workmen were appointed for a specified period as daily wagers and their term of employment expired on 23-5-97. He has denied that they were regularly appointed. In his cross-examination, he has disclosed that the workmen used to manufacture the medicines in the pharmacy which were supplied to the indoor patients in the establishment. Although he has admitted this fact that the workmen were appointed after holding the interview, but has further clarified that the Committee was not constituted as per the rules and it was constituted by the Director himself. He has admitted this fact that from 23-5-96 to 23-5-97 the workmen have continuously worked under the employment of the establishment and that there is no mention in the office orders Ex. M-3 to M-6 that their services automatically come to an end on the expiry of the term of contract. Further he has explained that it was not mentioned since their employment was for a fixed term of 90 days only at an instance. He has also pointed out that the notice for employment was pasted on the notice board but the

prescribed procedure was not followed while engaging the workmen and has deposed that the Selection Committee was not constituted as per rules because the nominee of the Government of India was not included therein.

19. The workmen's case is that they have completed over 240 days of actual work in the calendar year prior to their termination and that their services were terminated without complying with the requirements under Section 25-F of the Act and, therefore, it amounts to retrenchment. Per contra, the 1d. representative for the non-applicant contends that firstly, the issue of entitlement of the appointment of the workmen has attained its finality vide orders Ex. M-8 to M-11 passed by the Hon'ble High Court in the matters between the parties whereby the issue was decided against the workmen and, secondly, the workmen were employed on contractual basis for a specified period and for a specified job, therefore, the provision under Section 2(oo)(bb) is attracted in this case.

20. Ex. M-8 is an order passed by the Hon'ble Single Bench in the matter of SB Civil Special writ petition No. 492/99, Bansidhar Sharma & Ors. v. National Institute of Ayurveda, whereby the Hon'ble Court issued the direction that while making the selection to the post of attendants, the respondents (NIA) shall keep in mind the fact that the petitioners (workmen) have served with them and the respondents are expected to expedite the process of selection within a period of 2 months. This order was assailed by filing the DB Special Appeal by Meetha Lal as well as by the National Institute of Ayurveda also. Ex. M-9 is an order passed by the Hon'ble DB in the DB Civil Special Appeal No. 510/99, Meetha Lal v. Bansidhar Sharma & Ors. whereby it was decided that the direction to hold selection process could not have been given and it is for the employer to fill up the posts or not to fill. After rendering this order the DB Special Appeal preferred on behalf of the NIA was found to be infructuous by the Hon'ble DB vide its order Ex. M-10. Ex. M-11 is an order dated 4-1-2002 passed in the SB Civil writ petition No. 6558/99 instituted by the present workmen against the establishment whereby they sought to establish their claim for appointment to the post of the attendants. In this case, the grievance of the workmen put forth before the Hon'ble Court was that although 5 posts were advertised but only 2 posts were filled in and their grievances was found to be without any substance by the Hon'ble SB and it has been observed by it that there was no post available with the institute to be filled in by giving appointment to the petitioners after the two posts were filled in and it was concluded by the Hon'ble Court that the petitioners (workmen) have no right to claim appointment or consideration of their case giving them appointment on the post of the attendants.

21. It appears that on account of the order dated 4-1-2002 passed by the Hon'ble SB, the ld. representative for the non-applicant has contended that the matter has attained its finality with regard to the entitlement of the workmen for their appointment.

22. As against it, on behalf of the workmen a copy of the order dated 15-4-2002 of the Hon'ble DB has been placed on the record which was passed in the DB Civil Special Appeal No. 291/2002, Bansidhar Sharma & Ors. v. NIA, preferred by the workmen against the order dated 4-1-2002 (Ex. M-11), wherein the Hon'ble Court has observed that the order dated 4-1-2002 will not come in the way of the appellants in the proceedings of the alternative remedy. In view of the observation made by the Hon'ble DB, the contention advanced on behalf of the ld. representative for the non-applicant that the present controversy had been finally adjudicated by the Hon'ble Single Bench cannot be accepted.

23. The ld. representative for the workmen has referred to the ruling **1996(2) WLC Rajasthan 562** in support of his submission that it was not a contract for specified term and, therefore, the provision under Section 2(oo)(bb) cannot be attracted.

24. In **1996(2) WLC 562**, the Hon'ble Rajasthan High Court has observed that when there is a specific condition in the order of employment that services of the workmen could be terminated at any time without notice, then it cannot be considered as a contract of employment for fixed period. The relevant observation is quoted as below :—

"We have referred to the order of appointment dated February 29, 1988 and order of extension dated September 8, 1988 (Annexures I and II of the writ petition). Stipulation in the order of appointment is that the services of workmen were purely temporary and could be terminated even without notice. In the order of appointment it is nowhere stated that on the expiry of the period of six months the employment would automatically come to an end. In fact second order, dated September 8, 1988 was passed wherein also it has been stated that services were purely temporary and could be terminated at any time without notice. It may be noted that the clause (bb) of the definition of the term 'retrenchment' has been added by way of Amendment Act, 1984. It is in the nature of exception to the main clause defining the term 'retrenchment'. Therefore, it has to be construed strictly. In view of the specific condition in the order of appointment that services could be terminated at any time without notice, it cannot be construed as contract of employment for fixed period. Therefore, in facts of the case, clause (bb)

of Section 2 (oo) of the Industrial Disputes Act is not attracted."

25. In the office-orders Ex. M-3 to M-6, the contractual period of employment has been exhibited as 3 months or 90 days along with a condition that the services of the workmen can be terminated prior to the expiry of this term without issuing them prior notice. Thus, these orders contain the two directions, first, that they are employed for a fixed term of 3 months/90 days and, second, that their services can be terminated at any time without prior notice. Under these circumstances, in view of the aforesaid observations made by the Hon'ble High Court, the employment in question cannot be construed as contract of employment for fixed term since the subsequent condition is contrary to the first condition. To this extent, that it was not a contract of employment for fixed period, the submission made on behalf of the workmen is also supported by the decision rendered by the Apex court in **2003(97) FLR SC 608**.

26. Apart it, in the instant case the establishment has appointed the workmen vide office order Ex. M-5 by giving a break of 4 days and vide order Ex. M-4, the period of employment was extended with retrospective effect. These factors lead to infer that these orders were issued with an object to deprive the workman of the benefit available under Section 25-F of the Act.

27. The ld. representative for the workmen has referred to **1994 (2) RLR 65** wherein the Hon'ble Rajasthan High Court has expressed its views as below :—

"It is obvious from the narration of facts that while the work existed and vacancy existed, the successive fixed term job was offered to the petitioner by giving break only for the purpose of avoiding the operation of the provisions of the Act and that too, in many a cases, the reappointments have been given with retrospective effect. This clearly goes to so that appointment when renewed or reappointment was given, it was not a fixed term appointment but was made fixed term appointment after sometime."

28. On this ground, the workmen's case is also supported by **2001 (91) FLR Punjab & Haryana** and **1996(3) LLJ Punjab & Haryana 1126**. The facts of the decision supra are applicable to the present controversy.

29. The ld. representative for the workmen has also placed his reliance upon the following judicial verdicts in support of his submission and on a careful survey of these decisions, I find that their facts are dissimilar to the controversy at hand and they are not applicable to it :— **2001 (90) FLR Gujarat 666; 1994 II LLJ Orissa 1127; 1997 III LLJ Rajasthan 712; 1997 III LLJ MP 536;**

1995 III LLJ Madras 240; 1994 II LLJ Kerala 373; 1987 Lab IC Allahabad 1607; 2001 (1) LLN SC 852 & AIR 1968 SC 1413.

30. It has then been argued by the Id. representative for the workmen that the workmen were selected for the post by regular Selection Committee and on this ground the case is also made out in their favour and they are entitled for their reinstatement. But this contention stands negated on the basis of the evidence of MW-1, Sitaram who has categorically deposed in his cross-examination that the Selection Committee was not constituted as per rules since the nominee of the Govt. of India was not included therein.

31. Now, I dwell on the submission made on behalf of the non-applicant. The Id. representative for the non-applicant in support of his submission that the provision under Section 2(oo)(bb) is applicable has placed his reliance upon 2004 Lab IC Punjab & Haryana 459.

32. The facts of the aforesaid decision are that one Sh. Satpal was employed as a clerk in the Registrar Office of the University as a daily wager for a specified period, which was extended from time to time. It was made clear that in case of vacancy having been filled up by a normal procedure before expiry of period of above contract he shall cease to be in position forthwith. The University was making regular appointment to the post of clerks and pending such regular selection some daily wagers had been appointed for the purpose of carrying on the office work and the condition of their employment was that they would continue to work till regular selection were made. The regular selections were subsequently made in which the workman also participated but he could not be selected. On these facts, the Hon'ble Court has observed as below :—

"In our opinion, if the services of a workman are terminated in terms of the stipulation contained in his letter of appointment, as has been done in the instant case, then the termination does not amount to retrenchment and the provisions of Section 25-F of the Act are not attracted even if the workman had completed 240 days of service in the 12 months preceding the date of his termination. If the workman is allowed to continue or is ordered to be reinstated, the very purpose of the University making regular selections would be frustrated and unqualified candidates would find back door entries. We are clearly of the view that persons who could not get selected in the regular selection process carried out by the University, had no right to continue on their appointment particularly when there was a stipulation to that effect in their letters of appointment."

33. Thus, in the ruling supra the condition of employment of the workmen was that they would continue to work till regular selection were made, which is a specific condition. But in the present case there are two conditions in the same order, one relates to specified term of employment and contrary to it, the another which says that their employment can be terminated at any time without notice. As stated earlier, in 1996(2) WLC Rajasthan 562, such a condition was not considered as fixed term employment. Therefore, the facts of the decision rendered in 2004 Lab IC Punjab & Haryana 459 are not applicable to the present case.

34. The another decision relied upon by the Id. representative for the non-applicant on the point is 1999(1) WLC (Rajasthan) 393, wherein the Hon'ble Court has held that if the work is not of a perennial nature and the project is likely to be finished after sometime, then the case does not fall within the ambit of Section 2(oo)(bb) of the Act. Obviously, the facts of this case do not bear resemblance with the present one.

35. The Id. representative has also referred to the decision reported in 2003(2) WLC Rajasthan 16 and on a careful perusal of the ruling, I find that its facts are not similar to the present controversy.

36. The submission put forth by the Id. representative for the non-applicant on this point is not supported from the aforesaid decisions and is untenable accordingly.

37. The Id. representative for the workmen has also assailed the applicability of sub-clause (bb) by contending that the Act No. 49 of 1984 whereby this clause was inserted under Section 2(oo) has been repealed and, therefore, sub-clause (bb) does not exist. The Id. representative in this context has referred to the Repealing and Amending Act, 1984 whereby the Act No. 49, the Industrial Disputes (Amendment) Act, 1984 has been repealed as a whole. The Id. representative has relied upon 2004 (100) FLR Kerala 532 in support of his submission.

38. I have reflected over this submission.

39. It appears that in 2004 (100) FLR Kerala 532, the issue related to the repealing of the Payment of Gratuity Act, 1948 and the observation of the Hon'ble Apex Court was followed that the normal effect of a repealing statute is to obliterate it as if it has never been passed and the statute must be considered as a law that never existed. It is manifest that this decision relates to the repealing of the statute/Act, which falls under Section 6 of the general Clause Act. But here the issue relates to the effect of repealing Industrial Disputes (Amendment) Act, 1984 whereby sub-clause (bb) was inserted into Section 2(oo).

This subject matter lies within the ambit of Section 6-A of the General Clauses Act, which reads as below :—

"6-A. Repeal of Act making textual amendment in Act or Regulation.—Where any (Central Act) or Regulation made after the commencement of this Act repeals any enactment by which the text of any (Central Act) or Regulation was amended by the express omission, insertion or substitution of any matter, then unless a different intention appears, the repeal shall not affect the continuance of any such amendment made by the enactment so repealed and in operation at the time of such repeal."

40. Thus, the purpose of an Amending Act is to plant the necessary amendments in the parent Act and once such planting has been effected, the Amending Act having served its purpose need not any more remain there as the plant has taken root in the main. As such, there is a clear distinction between Repealing of the Amending Act and repealing of the main Act. The decision referred to on behalf of the workmen relates to the repealing of the main Act/Statute and not to the Amending Act.

41. I may refer to the observation made by the Hon'ble Apex Court in AIR 1960 SC 89 on this point to fortify my view, which is quoted as below :—

"It is, therefore, clear that the main object of the 1952 Act was only to strike out the unnecessary Acts and excise dead matter from the statute book in order to lighten the burden of ever increasing spate of legislation and to remove confusion from the public mind."

42. The Hon'ble Apex Court has further observed that "As by amending Act of 1949, the text of the Act XVII of 1933 was amended by the insertion of S. 6(1-A) therein, the repeal of the amending Act by the 1952 Act did not affect the continuance of the amendment made by the enactment so repealed" and the Hon'ble Court further goes on to say that "When an enactment amends the text of another, it amends the subject or theme of it, though sometimes it may expunge unnecessary words without altering the subject".

43. The another decision on the point is AIR 1960 Punjab 375 wherein the Hon'ble Court has expressed its views as under :—

"Shri Ram Lubhaya Mal then attempted to suggest that Sec. 33 of the Industrial Disputes

Act as it now stands and which provides for permission to be obtained from the Industrial Tribunal, is not applicable to his case. The argument is that the particular section was amended by virtue of the Industrial Disputes (Appellate Tribunal) Act (XLVII) of 1950 and that Act, that is the amending as XLVIII of 1950 was itself repealed by the Industrial Disputes (Amendment and Miscellaneous Provisions) Act (XXXVI of 1956), and in this manner the amendment ceased to exist, and we must go back to the law as it was before the amendment. There is no force in this contention, as the repeal of an amending Act does not have the effect destroying the amendment."

44. In view of the principle propounded in the decisions supra, the submission made on behalf of the Id. representative cannot be sustained that on account of Repealing and Amending Act, 1984, the sub-clause (bb) to Section 2 (oo) has ceased to exist.

45. To sum up, on facts of the case the termination of the workmen amounts to retrenchment and the non-applicant establishment has failed to establish that its case is covered by Section 2(oo)(bb) of the Act.

Point No. II

46. This point has not been pressed on behalf of the workmen which is decided against them.

47. On a careful examination of the oral and documentary evidence available on the record, it is concluded that the claims of the workmen deserve to be allowed and they are entitled to be reinstated in their services. The workmen have also pleaded that since their termination they are out of employment and this fact stands unrebutted. Hence, they are also entitled for the back-wages.

48. Accordingly, the reference is answered in affirmative in favour of the workmen to this effect that their termination order dated 24-5-97 is illegal and unjustified and their claims are allowed. They are entitled to be reinstated in the service with its continuity and with 50 per cent of back-wages. An award is passed in these terms accordingly.

49. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R.C. SHARMA, Presiding Officer

नई दिल्ली, 15 दिसम्बर, 2004

का. आ. 179.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, कस्टम एण्ड सेन्ट्रल एक्साइज प्रबंधनतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, जयपुर (संदर्भ संख्या सी. जी. आई. टी. 9/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-2004 को प्राप्त हुआ था।

[सं. एल.-42012/146/2001-आई. आर. (सी. एम.-II]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 15th December, 2004

S.O. 179.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-9/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the Industrial Dispute between the management of Customs & Central Excise, and their workmen, received by the Central Government on 14-12-2004.

[No. L-42012/146/2001-IR(CM-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No : CGIT-9/2002

Reference No. L-42012/146/2001-IR (CM-II)

Sh. Devesh Kumar,
S/o Sh. R. R. Saran,
R/o A-37, Malviya Nagar,
Jaipur

Applicant

Versus

1. Union of India,
Through,
Secretary, Revenue Department,
Ministry of Finance,
New Delhi.
 2. Additional Commissioner,
Customs & Central Excise,
Statue Circle,
Jaipur.
 3. Administrative Officer,
Customs & Central Excise,
Jaipur-I,
Jaipur.
- Non-applicants

PRESENT :

Sh. R. C. Sharma, Presiding Officer.
For the applicant : None.
For the non-applicants : Sh. T P. Sharma.

Date of award : 25-11-2004

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-sections 1 & 2(A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred the following industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the action of the management of Customs & Central Excise Department, Jaipur in terminating the services of the workman Sh. Devesh Kumar S/o Shri R. R. Saran w.e.f. 3-7-98 is legal and justified ? If not, to what relief the workman is entitled to ?"

2. The workman in his statement of claim has pleaded that he was appointed as daily wager on 19-10-94 by the non-applicant establishment, who continuously worked up to 2-7-98 but his service was terminated w.e.f. 3-7-98. He had completed 240 days of work in every calendar year. On his termination of the service he unsuccessfully moved an application before the Central Administrative Tribunal and thereafter he filed a writ petition before the Hon'ble Rajasthan High Court, Jaipur Bench, Jaipur, in which vide order dated 15-5-2000 he was directed to approach the competent forum. He subsequently raised an industrial dispute before the Conciliation Officer who submitted the failure report to the Central Government. He has further averred that in violation of Section 25-F of the Act, his service was terminated and at the time of his termination, the junior employees to him, viz., Ved Prakash, Mukesh Meena, Satyanarayan Meena, Naval Singh and Naveen Brijwasi were retained by the management. He has prayed to set aside his termination order and to reinstate him with consequential benefits:

3. On 8-10-2002, a No Dispute Award was passed against him on account of his non-appearance before the Court, which was set aside vide order dated 1-11-2002 after hearing both the parties on the application of the workman.

4. The non-applicants in their written counter have disputed the claim of the workman on the grounds, *inter alia*, that the non-applicant establishment is not an industry as defined under the Act and that the workman was never appointed by the establishment. They have pleaded that on contingent basis he was employed as a part-time worker who had not completed 240 days of work in any calendar year. They have also stated that the present dispute falls within the ambit of Section 2(oo) (bb) of the Act.

5. In the rejoinder, the workman has reiterated the facts as stated in the statement of claim.

6. On the pleadings of both the parties, the following points for determination were framed :—

- I. Whether the workman was appointed as a part-time employee on 19-10-1994 by the non-applicant management, who continuously worked upto 3-7-1998 ?
- II. Whether the service of the workman was terminated in violation of Section 25-F of the ID Act ?
- III. Whether at the time of terminating the workman, his junior employees named at para 12 of the statement of claim were retained by the non-applicant management in violation of Section 25-G of the Act ?
- IV. Whether the claimant is not a 'workman' as defined under Section 2-S of the Act ?
- V. Whether the non-applicant management is an industry under Section 2-J of the Act ?
- VI. Relief, if any.

7. In the evidence, the workman has submitted his affidavit, who was cross-examined on behalf of the non-applicants. On 26-10-2004, at the stage of defence evidence, none appeared on behalf of the workman. The case was posted for 17-11-2004 and on this date none appeared on the side of the workman. The non-applicants have chosen not to adduce any evidence.

8. I have heard the 1d. representative for the non-applicants and have scanned the record. The point-wise discussion follows as under :—

Point Nos. I & II

9. For the sake of convenience, both these points are discussed together.

10. The workman in his affidavit has stated the facts as mentioned in his claim petition. In his cross-examination, he has admitted that no written order of appointment was issued in his favour. Although he has admitted that he was paid the wages on monthly basis, but in support of his submission he has not brought any documentary evidence on the record. His further statement in the cross-examination is that he had completed 240 days of work in the year 1997, but again he could not be able to produce any documentary evidence to substantiate his submission.

11. The workman could not be able to adduce any documentary evidence on the record to prove that he had completed 240 days of actual work in the preceding year to his termination. It is a well-settled law that only the affidavit of the workman is not sufficient to prove this fact in his favour. Accordingly, both these points are decided against the workman.

Point No. III

12. At para 8 of his affidavit, the workman has disclosed the names of Ved Prakash and others, in total 8 persons, who had been retained by the non-applicant establishment at the time of terminating him. But no documentary evidence could be led on his point to prove it. Therefore, the workman has failed to prove this fact also. This point is accordingly decided against the workman.

Point No. IV

13. The workman in his claim petition has stated that he was employed as a casual worker and it is also admitted on behalf of the non-applicants in their written counter that on contingent basis, his services were hired. He, therefore, appears to be a workman. This point is decided in favour of the workman and against the non-applicants.

Point No. V

14. The 1d. representative for the non-applicants does not press this point.

Relief

15. For the foregoing reasons, no case is made out in favour of the workman and he is entitled to no relief.

16. In the result, the reference is answered in the negative against the workman and in favour of the management and it is held that the action of the management in terminating his service of the workman w.e.f. 3-7-1998 is legal and justified and the claim of the workman is rejected. An award is passed in these terms accordingly.

17. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 15 दिसम्बर, 2004

का. आ. 180.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, डब्लू. सी. एल. प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, नागपुर (संदर्भ संख्या सी. जी. आई.टी./एन. जी. पी./120/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-2004 को प्राप्त हुआ था।

[सं. एल.-22012/287/2001-आई. आर. (सी. एम.-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 15th December, 2004

S.O. 180.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award Ref. No. CGIT/NGP/120/2002 of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of Western Coalfields Ltd. and their workmen, which was received by the Central Government on 14-12-2004.

[No. L-22012/287/2001-IR(CM-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT :

Shri E. Ismail, Presiding Officer.

Case No : CGIT/NGP/120/2002

Date : 16-09-2004

Shri Vithoba Namdeo Atkari —Petitioner

Vs

The Sub-Area Manager, W.C.L. —Respondent

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by clause (d) of Sub Section (1) and Sub Section 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute for adjudication vide order No. L-22012/480/99/IR (CM-II) dt. 28-06-2000 on following schedule.

This is the reference by the Govt. of India, Ministry of Labour “Whether the action of the management in relation to Sasti Colliery of Western Coalfields Ltd. In terminating the services of Shri Vithoba Namdeo Atkari, Loader, Sasti Colliery vide order no. WCL/SC/45-B/122 dated 06-08-2001 is legal and justified ? If not, to what relief is the workman entitled ?”

The Petitioner did not attend the court right from 10-10-2002 inspite of the best efforts of the court. The Ministry also has sent him a copy of the reference dated 10-07-2002 asking him to file the claim statement within 15 days. He is not taking any interest in the matter shows that he is not interested in persuing the matter.

The respondent has been appearing continuously.

In view of the fact that the petitioner has not evinced any interest in the matter and there is nothing on record in this court to substantiate the case of the petitioner. Hence a ‘NIL’ Award is passed.

Transmit.

E. ISMAIL, Presiding Officer

नई दिल्ली, 15 दिसम्बर, 2004

का. आ. 181.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एस. ई. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, नागपुर (संदर्भ संख्या सी. जी. आई. टी./एन. जी. पी./182/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-2004 को प्राप्त हुआ था।

[सं. एल-22012/480/99-आई. आर. (सी. एम.-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 15th December, 2004

S.O. 181.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Ref. No. CGIT/NGP/182/2000 of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of SECL and their workmen, which was received by the Central Government on 14-12-2004.

[No. L-22012/480/1999-IR(CM-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT :

Shri E. Ismail, Presiding Officer.

Case No : C.G.I.T./NGP/182/2000

Date : 15-09-2004

MPKSS (CITU), Kusmunda —Petitioner

Vs.

Chief General Manager, Kusmunda Area. S.E.C.L.
—Respondent

AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by clause (d) of Sub Section (1) and Sub Section 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute for adjudication vide order No. L-22012/480/99/IR (CM-II) dt. 28-06-2000 on the following schedule.

The reference by the Govt. of India, Ministry of Labour, is “Whether the action of the management of SECL, Kusmunda Area in effecting changes in working hours of Ministerial employees from six and half hours to eight hours is justified ? If not, to what relief the workman are entitled ?”

A compromise petition was filed and Shri V. M. Manohar, Area Secretary for the petitioner and Shri N. V. Daniel, Dy. Legal Manager, of the respondent was present and they agreed that they have compromised on working hours and an award may be passed accordingly.

When the award was reserved on 2-7-2004 a petition was received by post from some clerical staff stating that they are not agreeable to the said timing settled by the petitioner and respondent.

It will have no bearing on the award as they are not the petitioners. Even in reference it is marked to Vice-President MPKSS (CITU). Hence they cannot have a say in the matter.

Accordingly an award is passed in the following terms :—

- (1) The working hours shall be from 10.00 am to 1.30 pm, 2.00 pm to 5.00 pm from Monday to Friday both day inclusive with a lunch break of half an hour between 1.30 pm to 2.00 pm.
- (2) The working hours for Saturday shall be 10.00 am to 1.30 pm.

Award passed in the above terms and shall be applicable to Office of the Chief General Manager, Kusmunda Area including Hospital, Civil Section Regional Stores, Kusmunda Project and Laxman Project.

Transmit.

E. ISMAIL, Presiding Officer

Witness for petitioner—Nil.

Witness for respondent—Nil.

Exhibits for petitioner—Nil.

Exhibits for respondent—Nil.

नई दिल्ली, 15 दिसम्बर, 2004

का. आ. 182.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, ई. सी. एल. प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल (संदर्भ संख्या 47/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-2004 को प्राप्त हुआ था।

[सं. एल-22012/369/97-आई. आर. (सी. एम.-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 15th December, 2004

S.O. 182.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Ref. No. 47/1998

of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the Industrial Dispute between the management of ECL and their workmen, which was received by the Central Government on 14-12-2004.

[No. L-22012/369/1997-IR(CM-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT :

Md. Sarfaraz Khan, Presiding Officer.

Reference No. 47 of 1998

PARTIES :

The Agent, Shyamsundarpur Coliery, ECL. P.O. Ukhra, Distt. Burdwan. —Management

Vrs.

Sri Lachchan Harijan,
represented Sri S. K. Pandey,
General Secretary, Koyal Mazdoor Congress,
Asansol. —Workman

REPRESENTATIVES :

For the Management :	Sri P. K. Das, Advocate.
For the Workman :	Sri S. K. Pandey,
(Union)	General Secretary, Koyal Mazdoor Congress, Asansol.

Industry : Coal.

State : West Bengal.

Dated : 10-11-2004

AWARD

Sri P. K. Das, Advocate for the management and Sri S. K. Pandey, General Secretary of the Union are present in Court and filed a petition on behalf of the workman praying therein to pass a no dispute award. The copy of this petition has been served upon Sri P. K. Das, Advocate for the Management.

Heard both the sides in the said petition. Both sides submitted that since the workman concerned is not interested to pursue his claim, the case may be closed and a No Dispute Award be accordingly passed.

Perused the record it transpires that the dispute was referred with the following Schedule by the Central Government, Ministry of Labour vide its Order No. L-22012/369/97/IR (CM-II) dated 25-8-98 for adjudication to Central Govt. Industrial Tribunal-cum-Labour Court, Asansol.

SCHEDULE

"Whether the action of the management by not rectifying the date of birth of Sh. Lachchan Harijan 1-7-39 and not permitting the workman to appear before the Age Determination Committee is legal and justified ? If not, to what relief the workman is entitled ?"

After receipt of the aforesaid reference, summon by registered post were issued to the respective parties for their appearance and accordingly both sides appeared, but in spite of giving them last chance for filing their written statement, none filed their written statement and 10-11-2004 was the date fixed for passing the necessary order if the parties failed to file their written statement by the time the aforesaid petition jointly signed by both the representatives of the parties was filed. It is clearly stated in the said petition that the concerned workman has left the company after withdrawing all his dues and he is not at all interested to proceed with his case.

In the aforesaid facts circumstances together with the submission of the union I do not think just and proper to continue the proceeding which will serve no purpose and it will amount to sheer wastage of the valuable time of the Court. And as such the case is closed and it is hereby ordered that let a NO DISPUTE AWARD be passed and the same is accordingly passed. Secretary to send the copy of the award to the Ministry of Labour for information and needful.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 15 दिसम्बर, 2004

का. आ. 183.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय विद्यालय प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, जयपुर (संदर्भ संख्या सी. जी. आई. टी. 44/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-2004 को प्राप्त हुआ था।

[सं. एल-42012/16/2000-आई. आर. (सी. एम.-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 15th December, 2004

S.O. 183.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-44/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the Industrial Dispute between the management of Kendriya Vidyalaya, and their workmen, which was received by the Central Government on 14-12-2004.

[No. L-42012/16/2000-IR(CM-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR**

Case No : CGIT-44/2003

Reference No. L-42012/16/2000 (IR (C-II)

Sh. Ghisa Lal,
S/o Sh. Ramu Ram,
R/o Palthana,
Teh. & Distt.—Sikar (Rajasthan)

—Applicant

Versus

1. The Principal,
Kendriya Vidyalaya,
Shri Hindi Vidya Bhawan,
Bajaj Road, Sikar (Rajasthan).
2. Assistant Commissioner,
Kendriya Vidyalaya Sangathan,
Gandhi Nagar,
Jaipur.

—Non-applicants

PRESENT :

Sh. R. C. Sharma, Presiding Officer.

For the applicant : Sh. Kunal Rawat

For the non-applicants : Sh. V. S. Gurjar

Date of award : 10-11-2004

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-section 1 to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act' has referred the following industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the action of the management of Kendriya Vidyalaya, Jaipur in terminating the services of Shri Ghisa Lal S/o Sh. Ramu Ram is legal and justified ? If not, to what relief the workman is entitled to?"

2. Pursuant to the reference, the workman in his statement of claim has pleaded that he was appointed by the non-applicant Kendriya Vidyalaya Sangathan (for short, KVS) on 28-8-1996 as a 4th Class who continuously worked up to 8-8-1998. On 9-8-1998, he suddenly fell ill and when he turned up on 23-12-98 with his sickness certificate and fitness certificate before the institution, he was declined to attend the duty. He thereafter unsuccessfully raised an industrial dispute before the Conciliation Officer (Central) who submitted the failure report to the Central Government. The Central Government declined to refer his dispute to the Industrial Tribunal, whereupon he preferred a writ petition, wherein the Hon'ble Rajasthan High Court issued a direction to

the Central Government to refer the industrial dispute to the competent forum. Assailing his termination, the workman has stated that he had completed over 240 days of work in the calendar year with the KVS, whose service was terminated in violation of the provision under Section 25-F of the Act. He has prayed that his termination order dated 23-12-1998 be declared illegal and he be reinstated in service with its continuity and back-wages.

3. The non-applicants, in their written counter, have disputed the claim of the workman on the grounds, *inter alia*, that no cause of action has accrued in favour of the workman, that the non-applicant establishment is an educational institution, the expenditure thereof is born by the Central Government and it is not a commercial establishment. Therefore, it is not covered by the definition of the industry as defined under Section 2(J) of the Act. They have denied that the workman had ever completed 240 days of service with the establishment and that on contingencies, he was employed by the KVS as a daily wager for a specified period for which the payment was made to him. It has been alleged that the workman ceased working w.e.f. 9-8-1998 without any prior intimation to the concerned authority.

4. In the rejoinder, the workman has reiterated the facts as narrated by him in his statement of claim.

5. On the pleadings of the parties, the following points for determination were framed :—

- I. Whether the workman was appointed on 28-8-1996 by the non-applicants as Class IV Employee who continuously worked up to 8-8-1998 and whose service was terminated on 23-12-1998 by a verbal order in violation of the provision under Section 25-F of the Act ? BOA
 - II. Whether the non-applicant organization does not fall within the definition of Section 2-J of the Industrial Disputes Act, 1947 ? BONA
 - III. Whether the workman is entitled to be reinstated in the service with back-wages and all other consequential benefits ? BOA
6. The workman has submitted his affidavit, who was cross-examined on behalf of the non-applicants. On behalf of the non-applicants, the affidavit of MW-1, Sh. Ravindra Prakash, the principal, has been brought on the record, who was cross-examined on behalf of the workman. The KVS has also led the documentary evidence, which has been relied upon by the workman too.

7. I have heard both the parties and have scanned the record. The point-wise discussion follows as under :—

Point No. I & III

8. Since both these points involve the identical facts, they are being discussed together hereunder.

9. The ld. representative for the workman submits that the workman was appointed on 28-8-96 who continuously worked up to 8-8-98 and from 9-8-98 to 23-12-98 he could not attend the duty on account of his illness. His further contention is that in the calendar year commencing from January 1997 to December 1997, the workman continuously worked and had completed 240 days of work during this period. In support of his submission, the ld. representative has relied upon the documents submitted on behalf of the non-applicants.

10. Countering the submissions made on behalf of the workman, the ld. representative for the KVS submits that the date of alleged termination is 23-12-98 and in the preceding calendar year from 23-12-98 to 24-12-97, the workman has not completed 240 days in total. According to the contention of the ld. representative, as per the break up given in Ex. M-21, the particulars of payment made to the workman, he had completed 111 days of actual service and when the Sundays and Gazetted Holidays are added to it, then the number of days comes to 163 only, falling much short of 240 days. His next contention is that the workman has not placed on record any document to support his contention and the number of days are certain for which he has worked with the KVS.

11. I have bestowed my thoughtful consideration to the rival contentions and have perused the decisions referred to on behalf of the workman.

12. The first question which requires the determination is the date of the alleged termination. As per the averment of the workman, he was ill from 9-8-98 to 23-12-98 and when he put his appearance in the office on 23-12-98, he was declined to join his duties. Therefore, the alleged date of termination emerges out to be 23-12-98. For the purpose of calculating the 240 days in a calendar year preceding to the termination, when the number of days are counted from 23-12-98 backward to 24-12-97, it appears from the break up available at Ex. M-21 that the workman had worked for six days in December 1997 and in the year 1998, 24 days in January, 11 days in February, 21 days in March, 4 days in April, 5 days in May, 19 days in June, 16 days in July and 5 days in August. Thereafter he fell ill w.e.f. 9-8-98 to 23-12-98. Thus, the total number of working days comes to 111 days and when the Sundays and other holidays are included they amount to 163 days only, which fall much short of 240 days.

13. The workman in support of his contention that he was ill during the period from 9-8-98 to 23-12-98, could not be able to bring on the record any documentary proof e.g. sickness certificate or fitness certificate. Therefore, the plea of sickness raised on behalf of the workman is falsified on account of the absence of any material to strengthen the submission made in this regard.

14. The ld. representative for the workman has contended that in the calendar year from January 1997 to December 1997, the workman had continuously worked with the KVS and had completed 240 days of the actual work. But the contention of the ld. representative cannot be sustained on the ground that the calendar year since the date of the termination on counting backward from the date of the termination appears to be from 23-12-98 to 24-12-97 and during this period he had completed 240 days of actual work, could not be satisfactorily established by him. Thereafter the earlier calendar year is to be counted from 23-12-97 backward to 24-12-96. It is evident that in Ex. M-21, the working days for which he was paid in the year 1997 commence from 28-11-97 onwards. Accordingly, on a perusal of the record, it is not established that the workman had discharged his duties and had even completed 240 days of actual service in the earlier calendar year commencing from 24-12-96 to 23-12-97.

15. The ld. representative for the workman has placed his reliance upon 2003 (99) FLR SC 331, wherein the Hon'ble Apex Court has held that it is not necessary for the workman to complete 240 days in the preceding year and since workmen had completed 240 days in earlier calendar years preceding to 12 months on the date of retrenchment, they were deemed to be in continuous service and their termination was considered in violation of the relevant provision of the Act. But the ld. representative for the workman has not correctly calculated the earlier calendar year preceding to 12 months on the date of termination as commencing from January 1997 to December 1997, which can correctly be reckoned as commencing from 24-12-96 to 23-12-97. The onus lies upon the workman to further prove that he had completed 240 days of actual service in the earlier calendar year from 24-12-96 to 23-12-97, which he has failed to discharge. Therefore, the contention of the ld. representative is not fortified by the decision supra and it is of no avail to him.

16. Now, I turn to the oral evidence adduced by both the parties on the record. The workman in his cross-examination has admitted that the Ex. M-1, the particulars of the payment, bears his signature from A to B and thereafter he has also admitted that Ex. M-2 to M-6, which are also the particulars of payment made to him, bear his signatures respectively. Although the workman has denied in his cross-examination that he had worked for a few days in each month of the calendar year and has stated that he had performed the work in the each full month, yet he could not be able to establish this fact by adducing the cogent evidence on record. Moreover, he has clearly admitted in his cross-examination that he was paid only for the days he had worked. Contrary to it, MW-1,

Ravindra Prakash has emphatically denied in his cross-examination that the workman had ever continuously worked w.e.f. 28-8-96 to 8-8-98 and has succeeded in deposing the number of working days in the particular years when asked in his cross-examination on behalf of the workman.

17. On a careful scrutiny of the evidence and material present on the record, it is thus clear that the workman had not completed 240 days of actual work either in the calendar year preceding to his date of termination i.e. from 23-12-98 to backward 24-12-97 and in the earlier calendar year from 23-12-97 to backward 24-12-96. Therefore, he is not entitled to avail the protection under Section 25-F or under Section 25-B of the Act. Accordingly, both these points are decided against the workman and in favour of the KVS.

Point No. II

18. The ld. representative for the KVS contends that the organization does not fall within the definition of Section 2-J of the Act and that KVS being an educational institution is not commercial establishment and in support of his contention, he has relied upon (1997) 4 SCC 257. In this case, it was considered whether 'Physical Research Laboratory' was an industry within the meaning of Section 2-J of the Act and it was decided that the objective with which the research activity was undertaken by the institution was to obtain knowledge for the benefit of the Department of space and its object was not to render services to others and, therefore, it was not treated to be an industry. Apparently, the facts of the referred case are distinct from the case in hand. Per contra, the workman in support of his submission that the KVS is an industry has placed his reliance upon 1998 (2) JUSC 329, wherein the Hon'ble Apex Court has held that the educational institution has to be treated as industry. Therefore, in the light of the judicial pronouncement supra, it is held that the KVS is an industry within the meaning of Section 2-J of the Act and this issue is decided against the non-applicants.

19. For the foregoing reasons, the workman has failed to establish his claim and he is entitled to no relief.

20. In the result, the reference is answered in the negative against the workman and in favour of the management of KVS to this effect that the termination of the workman Shri Ghisha Lal is legal and justified and the claim of the workman is rejected. An award is passed in these terms accordingly.

21. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R.C. SHARMA, Presiding Officer

नई दिल्ली, 15 दिसम्बर, 2004

का. आ. 184.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय विद्यालय प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार, ओद्योगिक अधिकरण, जयपुर (संदर्भ संख्या सी. जी. आई. टी. 49/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-2004 को प्राप्त हुआ था।

[सं. एल.-42012/141/2001-आई. आर. (सी एम-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 15th December, 2004

S.O. 184.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT 49/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the Industrial Dispute between the management of Central School, and their workman, received by the Central Government on 14-12-2004.

[No. L-42012/141/2001-IR(CM-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-49/2003

Reference No. L-42012/141/2001-IR (CM-II)

Shri Surendra Kumar,
S/o Sh. Naval Singh,
R/o Vill. Malipur, Via Sever,
Bharatpur. Applicant

Versus

1. Union of India,
Through Secretary,
Ministry of Human Resource Development,
D/o Secondary Education, Shashtri Bhawan,
New Delhi.
2. Commissioner,
Kendriya Vidyalaya Sangathan,
18, Institutional Area, Shahid Jeet Singh
Marg, New Delhi.
3. Assistant Commissioner,
Kendriya Vidyalaya Sangathan,
42, Gandhi Nagar Marg, Bajaj Nagar,
Jaipur.
4. Principal,
Kendriya Vidyalaya,
Bharatpur Non-applicants

PRESENT :

Sh. R. C. Sharma, Presiding Officer.
For the applicant : Sh. Satish Sharma.
For the non-applicants : Sh. V. S. Gurjar.

Date of award : 23-11-2004

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred the following industrial dispute for adjudications to this Tribunal which runs as under :—

"Whether the action of the Principal, Kendriya Vidyalaya, Bharatpur in terminating the services of Shri Surendra Kumar w.e.f. 7-5-2000 is legal and justified ? If not, to what relief the workman is entitled ?"

2. The workman in his statement of claim has pleaded that he was appointed as a 4th Class by an oral order on 1-1-99 by the Principal, Central School, Bharatpur, who continuously worked up to 6-5-2000 and he discharged the functions similar to that of a 4th Class. But his service was illegally terminated on 7-5-2000 by an oral order without issuing him one month's notice or pay in lieu of notice and retrenchment compensation. He unsuccessfully raised an industrial dispute before the Conciliation Officer who submitted the failure report to the Central Government. The workman has further averred that he had completed over 240 days in the calendar year preceding to his termination. He had also applied for his appointment to the said post in pursuance of the circular dated 30-9-99 issued by the non-applicant establishment, but he was declined the employment. He has added that one Sh. Veeri Singh was also appointed as a 4th Class employee on temporary basis like him, who was subsequently confirmed on that post, but he was not permitted to continue on the post. He has prayed that his termination order be set aside and he be reinstated in the service with all consequential benefits.

3. The non-applicants, in their written counter, have disputed the claim filed by the workman and have stated that the non-applicant no. 1, Union of India, has wrongly been impleaded as a party to the dispute, which suffers with the defect of misjoinder of the parties and that the non-applicant establishment is not an industry within the definition of 'industry' as defined under Section 2-J of the Act. They have further denied that the workman was ever appointed by the non-applicant establishment to the post of the 4th Class and have stated that he was only appointed as a daily wager on contingent basis. It has also been disputed that the workman has completed 240

days of continuous service in the preceding calendar year to the termination.

4. In the rejoinder, the workman has reiterated the facts as stated in the statement of claim.

5. On the pleadings of both the parties, the following points for determination were framed :—

I. Whether the workman was appointed as class IV employee by an oral order of the non-applicant no. 4 on 1-1-1999 who worked upto 6-5-2000 in the office of the non-applicant no. 4 @ Rs. 35 per day as wages ?

II. Whether the service of the workman was terminated by the non-applicant no. 4 in violation of the provision under Section 25-F of the Act ?

III. Whether the junior employee Shri Viri Singh was retained by the non-applicant no. 4 at the time of terminating the service of the workman in violation of Section 25-G of the Act ?

IV. Whether the non-applicant no. 1 is not a necessary party in this dispute ?

V. Whether the non-applicant management does not fall within the definition of industry under Section 2(j) of the Act ?

VI. Whether the applicant workman does not fall within the definition of the workman as defined under Section 2(s) of the Act ?

VII. Relief, if any.

6. In the evidence, the workman has submitted his affidavit and on behalf of the non-applicants, the counter-affidavit of Sh. A. K. Gupta, Principal, Kendriya Vidyalaya Sangathan, was brought on the record. The workman has also led the documentary evidence on the record.

7. I have heard both the parties and have scanned the record. The point-wise discussion follows as under :—

Point Nos. I & II

8. Both these points pertain to the provision under Section 25-F of the Act, which are required to be discussed jointly.

9. The ld. representative for the workman contends that the certificate annexure A-2 issued by the Principal, Kendriya Vidyalaya, Bharatpur shows that the workman has continuously worked from February, 1999 to 3-4-2000 and has thus completed 240 days in a calendar year preceding to the termination. His next submission is that the workman was engaged against the vacant post of permanent 4th Class and the workman had moved the application before the Principal for payment of wages. His contention is that the workman had worked for 307

days in total whose service was terminated in violation of Section 25-F of the Act.

10. Countering the submissions, the ld. representative for the non-applicants contends that Ex. A-2 is belied on the basis that it is not traceable in the office and it is a wrong certificate given by the Principal. His next submission is that except this document, there is no other document available on the record which shows that he had worked for 240 days continuously in the calendar year preceding his termination. According to the submission of the ld. representative, the burden heavily rests upon the workman to prove that he had completed over 240 days of actual work in the calendar year preceding to his termination for which he had to bring out some reliable evidence in addition to his affidavit, but he could not adduce such evidence on record.

11. I have bestowed my thoughtful consideration to the rival contentions and have gone through the judicial verdicts referred to on behalf of both the parties.

12. The workman has deposed in his affidavit that he was appointed as a 4th Class on 1-1-99 by the non-applicant school who continuously worked upto 6-5-2000. In support of his deposition, he has brought on record Ex. A-2, the experience certificate; Ex. A-3, his application moved for payment of wages and Ex. A-4, which is stated to be a diary consisting of several parts wherein the workman has noted several transactions he had performed on behalf of the bank showing that he was employed by the non-applicant school.

13. The material document which has been stressed upon by the workman is Ex. A-2, a certificate issued by the Principal. It says that the workman has served the school as a casual labour from February, 1999 to May 1999, for a total period of 32 days, and from 27-6-99 he continues to work at cycle stand. This certificate was issued on 3-4-2000, which suggest that the workman was under the employment of the non-applicant school from the month of February, 1999 upto 3-4-2000. Ex. A-2 is silent on the fact as to whether the workman was employed on contractual basis at the cycle stand or not. When it is read as a whole, it indicates that he was performing his duties as a casual labour with the school in the aforesaid period. Thus, it is clearly established at the strength of this document that the workman was under the employment of the non-applicant school as a casual labour from the month of February, 1999 upto 3-4-2000 and in the preceding calendar year to this termination he had completed 240 days of actual service with the non-applicant school.

14. The workman in his cross-examination has explained that vide application Annexure A-3, he has purchased the water pots for the school and vide Annexure- 4, the payment of wages to him was made for

supplying of drinking water and attending the call bell in the school, etc. He was cross-examined at length but he could not be shaken in his cross-examination. MW-1, A.K. Gupta has admitted in his cross-examination that the application Ex. A-3 was filed by the workman for payment of wages to him and it was the usual practice in the school for payment of wages to the casual workers.

15. The workman has thus been successful in establishing the fact that he had completed over 240 days of actual work with the school in the preceding calendar year to his termination. It is undisputed that prior to his retrenchment, one month's notice or pay in lieu thereof and retrenchment compensation was not given to him. Thus, the management has acted in violation of Section 25 of the Act and termination of the service of the workman tantamounts to retrenchment and he is entitled to get the protection under the aforesaid provision.

16. The Id. representative for the workman in support of his submission has relied upon **1999 Lab IC Rajasthan 97** and **RLR 1995 (2) 730**.

17. In **1999 Lab IC Rajasthan 97**, the workman had completed 240 days of continuous employment with the college and the Hon'ble Court has held that if the employer gives an evasive reply, then it shall be treated to be an admission on his part.

18. In **RLR 1995 (2) 730**, the Hon'ble Court has found that when the workman has completed 240 days of continuous service then the verbal order of retrenchment without complying with the provision of Section 25 is invalid. Therefore, the submission made on behalf of the workman stands fortified by these judicial pronouncements.

19. Per contra, the Id. representative for the non-applicants has placed his reliance upon **(2002) 3 SCC 25** and **(2002) 8 SCC 400**, wherein the Hon'ble Apex Court has held respectively that it is for the employee concerned to prove that he has in fact completed 240 days of service in the last preceding 12 months period.

20. From the foregoing analysis, it follows that the workman has succeeded to discharge the burden of proof that he has completed over 240 days of actual service with the school by bring the cogent and reliable evidence on the record. Therefore, the contention canvassed on behalf of the Id. representative for the non-applicants is not supported from these decisions referred to by him.

21. On the basis of the aforesaid discussion, both these points are decided in favour of the workman and against the non-applicants.

Point No. III

22. The workman in his affidavit has stated that in the same school one Sh. Veeri Singh was appointed as

4th Class like his case, who was subsequently confirmed on the post. This fact has been disputed on behalf of the non-applicants and the management witness A.K. Gupta in his counter-affidavit has pointed out that the case of Veeri Singh is entirely different from that of the workman in the manner that he was regularly appointed to the post. In his cross-examination, this witness has deposed that Veeri Singh was selected by the Selection Committee after following the procedure of selection. The workman on this point in support of his submission could not adduce any documentary evidence suggesting that Veeri Singh's case is similar to him. As such, the workman has failed to prove that at the time of his retrenchment the junior employee, viz., Veeri Singh was retained by the management. Accordingly, this point is decided against the workman and in favour of the non-applicants.

Point No. VI

23. It follows from the discussion under points no. I & II that the service of the workman was hired by the non-applicant institution for performing as casual worker. Hence, he falls under the definition of the workman as defined under Section 2-S of the Act. This point, therefore, is decided in favour of the workman.

Point No. IV

24. The Id. representative for the non-applicants contends that non-applicant no. 1, Union of India through the Secretary, Ministry of Human Resource and Development, is not a necessary party in the suit and, therefore, the reference suffers with the infirmity of misjoinder of the parties. Contrary to it, the workman in his rejoinder has clearly pointed out that non-applicant no. 1 exercises its control and supervision over non-applicants no. 2 to 4 and this fact could not be rebutted on behalf of the non-applicants. As such, the submission made on behalf of the non-applicants cannot be maintained and is rejected. This point is accordingly decided against the non-applicants.

Point No. V

25. The Id. representative for the non-applicants submits that it has been held by the Supreme Court that an establishment to be an industry must be producing something which can be utilized by a common man. When assessed on this principle, the imparting of education is not an industrial activity. The Id. representative has relied upon **(1997) 4 SCC 257**. In this case, it was considered whether 'Physical Research Laboratory' was an industry within the meaning of Section 2(j) of the Act and it was decided that the objective with which the research activity was undertaken by the institution was to obtain knowledge for the benefit of the Department of Space and its object was not to render services to others and, therefore, it was not treated to be an industry. Apparently, the facts of the referred case are distinct from the case in hand. Per contra,

the workman in support of his submission that the Kendriya Vidyalaya is an industry has placed his reliance upon LLN 1978 SC 377 and 1999 Lab IC Rajasthan 97.

26. In LLN 1978 SC 377, the Hon'ble Court has observed as below :—

"Our conclusion is that University of Delhi case (A.L.R. 1963 S.C. 1873) (vide supra), was wrongly decided and that education can be and is, in its institutional form, an industry."

27. In 1999 Lab IC Rajasthan 97, the Hon'ble Court has also expressed its views that college run by Government is an industry and its class IV employee is a workman.

28. Therefore, in the light of the judicial pronouncements supra, it is held that Kendriya Vidyalaya, Bharatpur is an industry within the meaning of Section 2-J of the Act and this issue is decided against the non-applicants.

Relief

29. On account of determination of points nos. I & II in favour of the workman, he is entitled to be reinstated in the service. At para 16 of his claim statement, he has stated that he is out of employment since his termination, which stands unrebuted. Therefore, he is also entitled to get the back-wages.

30. On a careful analysis of the oral and documentary evidence available on the record, the reference is answered in affirmative in favour of the workman and it is held that the action of the non-applicant school in terminating the services of the workman w.e.f. 7-5-2000 is illegal and unjustified, which is set aside. The claim of the workman is allowed and he is entitled to be reinstated in the service with its continuity and 50 per cent back-wages. An award is passed in these terms accordingly.

31. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 15 दिसम्बर, 2004

का. आ. 185.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, ई. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 35/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-2004 को प्राप्त हुआ था।

[सं. एल.-22012/274/97-आई. आर. (सी एम-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 15th December, 2004

S.O. 185.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 35/1998) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the Industrial Dispute between the management of ECL and their workman, received by the Central Government on 14-12-2004.

[No. L-22012/274/1997-IR(CM-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT :

Md. Sarfaraz Khan, Presiding Officer.

Reference No. 35 of 1998

PARTIES :

The Agent, Shyamsunderpur Colliery of M/s. ECL., P.O. Ukhra, Distt. Burdwan . . . Management

Versus

Sri Sitwa Bhuiya, Ex-Underground Loader, Bankola Area of ECL . . . Workman

REPRESENTATIVES :

For the Management : Sri P. D. Das, Advocate.

For the Workman : Sri Rakesh Kumar,
Union General Secretary,
Koyala Mazdoor Congress,
Asansol.

INDUSTRY : Coal

STATE : West Bengal

Dated 19-10-2004

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) Government of India through the Ministry of Labour vide its Order No. L-22012/274/97/IR(CM-II) dated 23-7-1998 has been pleased to refer the following dispute for adjudication by the Tribunal :

"Whether the action of the management of Shyamsunderpur Colliery of M/s. ECL in dismissing Sh. Sitwa Bhuiya, Ex-Underground Loader is legal and justified ? If not, to what relief the workman is entitled ?"

On receipt of the aforesaid order of reference summons were issued to the respective parties through

the registered post. In pursuance to the summons both the parties appeared through their representatives and filed their written statements respectively in support of their claims.

2. In brief compass the case of the workman as per his written statement is that Sitwa Bhuiya has been working as underground loader at Shyamsunderpur Colliery under Bankula Area, E.C.L. who has been dismissed from his service with effect from 22-12-94 for the alleged misconduct under clause 18(1)(n) of the Standing Orders applicable to the establishment.

3. The main case of the workman is that he was sick and undergoing treatment as an Indoor patient at Bankura Medical College which is Government Establishment and the certificate issued is to be relied upon particularly in case of a indoor patient. In this critical circumstance it is not possible to come physically to inform the management about his absence. The management is also claimed to had the knowledge about the treatment of the workman going on in the said Medical College as the same was intimated through the Co-Worker.

4. The further case of the workman is that the workman did never participate in the enquiry proceedings and it is false to state that he was given reasonable opportunity by the Enquiry Officer to defend his case. The copies of enquiry report and the enquiry proceedings were not supplied to the workman to submit his explanation in this respect.

5. It is also the case of the workman that the total period of absence is with effect from 9-2-1994 to 21-5-1994 i.e. 3 months eleven days for which the quantum of punishment of dismissal is much more than the gravity of the misconduct alleged to have been committed as the punishment of dismissal is extreme one and disproportionate to that extent.

6. It is also claimed that no second show cause notice was ever issued or served upon the workman which is the deliberate violation of the mandate of the Apex Court.

7. Sitwa Bhuiya is an illiterate poor man of Scheduled Caste who represent the weaker section of the society and it is never expected from such persons to know the rules and regulation of the company. He has already suffered a lot being out of employment for more than three years and his family is on the verge of starvation. A relief has been sought to set aside the order of dismissal directing the management to take him back in the service with full back wages alongwith all their consequential benefits from the date of the dismissal.

8. On the other hand the defence case of the management as per its written statement is that present reference is bad in the eye of law and the alleged dispute as raised by the union on the matter of dismissal of the

workman is entirely misconceived one and there exists no Industrial Dispute according to the terms of reference.

9. The main defence case of the management is that the workman Sitwa Bhuiya was chargesheeted on 26-11-96 for his unauthorised absence without any prior permission or sanctioned leave since 9-2-94 who failed to submit any explanation even on receipt of this charge sheet and an enquiry officer was appointed to that effect. All reasonable opportunity by the enquiry officer was given to the workman to defend his case and subsequently the Enquiry Officer submitted his enquiry report alongwith all the connected paper to the appointing authority and having been satisfied with the findings of the enquiry officer the workman was dismissed on 11/12/12-94.

10. It is also the defence case that the management had got no knowledge about the treatment of this workman nor any information in this regard was ever sent to the management. It is further claimed that the order of dismissal has been passed in accordance with the gravity of misconduct. So the workman is not entitled to any relief and a no dispute award may kindly be passed.

11. The records goes to show that on 5-8-2004 a hearing on the preliminary point was made and since the validity and fairness of the enquiry proceedings was not challenged by the union. So the enquiry proceeding was held to be fair and valid and the case was fixed for final hearing of the dispute on merit and accordingly both the parties were heard in detail on merit of the case and thereafter the same was kept reserved for an award.

12. The management has taken the plea in para 1 of its written statement that the present reference is bad in the eye of law and the same does not come under the parameter of the Industrial Disputes Act, 1947. But this issue was neither raised nor pressed during the course of hearing of the dispute nor any chit of paper or any sorts of evidence was tendered in the Court by the management. Perused the record pleadings of the parties and other materials available on the record. I do not find any defect in the maintainability of the reference and the facts and the circumstances of this referred dispute comes under the scope of the Industrial Disputes Act, 1947 and the same has correctly been referred to this Tribunal by the Govt. of India, Ministry of Labour for the adjudication of the same. I do not find any merit in this plea taken by the management and accordingly the same is decided against the management.

13. It is clear from the record that none of the parties has adduced any oral evidence rather both the sides have tendered photo copies of the official letter. Such as the copy of the charge sheet, enquiry proceedings, its report, letters of dismissal, etc. which are admitted one and their genuineness have not been challenged by either side. So I do not think advisable to discuss the same in detail.

14. On perusal of the record pleadings of the parties and the enquiry proceedings alongwith its report it is clear that the delinquent workman from his duty with effect from 9-2-94 to 21-5-94 near about four months without any prior permission and without giving any information to the department concerned or without having received any sanction leave. So the findings of the enquiry officer for holding the concerned workman guilty under the clause 17(1) of the Model Standing Order applicable for the establishment is quite justified and for the said misconduct the concerned workman is entitled to be awarded punishment for the same as specially provided in the Model Standing Order.

15. Now the only point to be considering and decided by the Court is to see as to how for the punishment awarded to the delinquent workman by the management is proportionate for this alleged nature of misconduct proved against the workman ?

16. The representatives of both the sides were heard at length on this point. It was submitted by the side of the union that it is a very simple case of an unauthorised absence for about 4 months which cannot be said to be a very serious or glaring misconduct specially in a case when the workman was undergoing treatment as indoor patient having a B. H. I. No. 192 of the said Hospital w.e.f. 9-2-94 to 25-8-94 and to that effect a discharge certificate has been duly issued from the said hospital. It was further advanced in the argument that no second show cause notice was issued to this workman. Particularly when such provision has been made compulsory as per the directives of the Supreme Court. It was lastly argued that the quantum of punishment of dismissal is much more harsh and disproportionate than the gravity of the misconduct alleged to have been proved.

17. The photocopy of the discharge certificate filed on behalf of the workman goes to show that the delinquent workman was under treatment in the Govt. Hospital M. M. Ward Bed No. 192 unit IC from 9-2-94 to 29-8-94 suffering from Hepatitis 'B' as indoor patient. The genuineness of the said certificate remains intact as the same has neither been challenged nor any correspondence for its confirmation has been made by the management. So it is very much clear that the workman was confined to bed and in this compelling circumstances he was unable to send any information in this regard to the management. The reasons of his absence from his duty during the relevant period can't be said to be unsatisfactory. Besides this no chit of paper has been filed from the side of the management to show that the workman concerned is a habitual absentee and has ever been held guilty for the misconduct and punishment was awarded to that effect.

18. It is further admittedly clear from this record and the pleading itself that no second show cause notice was ever issued to the delinquent workman before passing the order of dismissal which itself is serious lapses and

deliberate violation of the mandate of the Apex Court which amounts to breach of principles of natural justice. I find much force in the argument of the union side on the aforesaid points and come to the findings that even according to the provision of the Model Standing Order applicable to the establishment the extreme sorts of penalty of dismissal can't be imposed in such type of cases.

19. It has been several time clearly observed by the different Hon'ble High Court and the Apex Court as well, that before imposing a punishment of dismissal it is incumbent for the disciplinary authority to consider the family background, economic background of the workman, length of service put in by the employee, his past and other surrounding circumstances including the nature of the misconduct. The workman concerned is an illiterate man and is a member of Scheduled Caste representing the weaker section of the society. He is financially weak and poor who has suffered a lot for about ten years and he had never been gainfully employed anywhere during the period after his dismissal.

20. The attention of the Court was drawn toward the provision U/s. 27(1) (Page-15) of the Model Standing Order applicable for the establishment where various minor punishment have been prescribed to be awarded according to the gravity of the misconduct. I fail to think as to why only maximum punishment available under the said clause should be awarded in the present facts and circumstances of the case. It has been observed by the highest Court of justice that justice must be tempered with mercy and that the delinquent workman should be given an opportunity to reform himself and to be loyal and disciplinary employee of the management. However, I am of the considered view that the punishment of dismissal for an unauthorised absence for a few months under the compelling circumstances and without any mala fide intention is too harsh a punishment which is totally disproportionate to the alleged misconduct proved. Such a simple case should have been dealt with having taken a lenient view by the management. In that view of the matter I think it just and proper to modify the same to meet the ends of justice. And as such the impugned order of the dismissal of the concerned workman is hereby set aside and he is directed to be reinstated with the continuity of the service. In the light of the facts circumstances and the misconduct for which the punishment of dismissal was imposed on the workman concerned I think it appropriate that the workman be imposed a punishment of stoppage of two increments without cumulative effect. It is further directed that workman will be entitled to get only 50% of the back wages which will serve the ends of justice. Accordingly it is hereby ordered that, let the award be and the same is passed. Secretary is directed to send the copies of award to the Ministry of Labour for information and needful.

Md. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 16 दिसम्बर, 2004

का. आ. 186.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कोल्लम के पंचाट (संदर्भ संख्या 16/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-12-2004 को प्राप्त हुआ था।

[सं. एल-12011/227/2000-आई. आर. (बी. II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 16th December, 2004

S.O. 186.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 16/2001) of the Industrial Tribunal, Kollam as shown in the Annexure, in the Industrial Dispute between the management of Central Bank of India and their workmen, which was received by the Central Government on 15-12-2004.

[No. L-12011/227/2000-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL, KOLLAM

(Dated, the 3rd day of March 2004)

PRESENT :

Sri C. N. Sasidharan, Industrial Tribunal

IN

INDUSTRIAL DISPUTE NO. 16/01

BETWEEN

The Regional Manager, Central Bank of India,
Thyvila Road, Trivandrum. . . . Management

(By Sri R. Kunju Krishnan Potti, Advocate,
Trivandrum)

AND

The President, Central Bank of India Staff Union,
Paramara Shopping Centre, Cochin . . . Union

(By H. B. Shenoy and Associates, Advocates,
Cochin)

AWARD

The Government of India by Order No. L-12011/227/2000-IR (B-II) dated 29-12-2000 have referred this Industrial Dispute for adjudication to this Tribunal.

The issue for adjudication is the following :

“Whether the action of the management of Central Bank of India, Trivandrum in relation to their Kalanjoor Branch in not paying 3/4 of the scale wages of subordinate staff and other benefits to Smt. K. Omaha, part-time safai karamchari at Kalanjoor branch is justified ? If not, what relief the workman concerned is entitled to ?”

2. In answer to notice issued from this Tribunal both sides entered appearance and filed statements advancing their respective, contentions. Thereafter, when the case stood posted for evidence of the worker on 14-11-03, the management and its counsel remained absent. Hence the management was set ex-parte. The worker filed proof affidavit in lieu of chief examination and produced documents. The case was then adjourned to 28-11-03. On that day also there was no representation on the side of the management. As the worker has already filed proof affidavit and the management remained absent, the documents produced from the side of the workman have been marked as Exts. W1 to W10 and after hearing counsel for the workman, the case was closed for award from that date.

3. The joint secretary of the union representing the workman has filed proof affidavit and the averments are briefly as below : The workman is employed as part-time safai karamchari in Kalanjoor branch of the management bank and is a member of the union. She joined the service of the bank on 22-1-90 and at that time the bank was functioning in the premises measuring less than 1500 square feet which had an exclusive varandha measuring 45 feet in length and 2 feet and 8 inches in width and a staircase measuring 300 feet in length and 2 feet 8 inches in width. At that time she was required to sweep and clean the aforesaid premises, varandha and staircase and required to discharge work from 9.15 A.M. to 12.25 P.M. daily thereby 19 hours a week. The management had fixed her wages at the rate of one half of the scale wages payable to full time workman in the subordinate cadre with other connected benefits. Such fixation was made as per the terms of bipartite settlements prevalent in the banking industry and the circulars issued by the bank. Since 1-9-'97 Kalanjoor branch of the bank shifted to another premises with about 2800 square feet and also varandha and staircase having total area of 3377 square feet. The workman was required to sweep and clean that much area and to work 9.15 A.M. to 12.45 P.M. daily thereby 21 hours a week. Upon increase of the area to be swept and clean the workman represented the management seeking for increase in the rate of wages. She has made request through her union as well. But the requests were turned down. She was also required by the management to sign the attendance register recording her working hours as from 9.15 A.M. to 12.25 P.M. though she was actually required to work from 9.15 A.M. to 12.45 P.M. daily. As

per clause-18 of the 5th bipartite settlement dated 10-4-89 wages payable to part-time employees whose normal total working hours per week are more than 19 hours to 29 hours, is fixed as 3/4 of the scale wages with proportionate annual increments. So also as per circular dated 30-7-'99 part-time safai karamchari required to clean an area measuring 3001 square feet to 4500 square feet are to work for more than 19 hours to 29 hours per week and accordingly to be paid with wages at the rate of 3/4 scale of wages with proportionate annual increments. The further averment is that the workman is entitled to wages as stated above and the action of the management in rejecting the same amounts to unfair labour practice and discrimination. The above averments supported by Exts. W1 to W10 documents remain unchallenged and uncontested. There are absolutely no reasons to disbelieve the same. I accordingly accept the same as true and correct. The union thus established its claim for the workman. In the light of the above, the workman is entitled to get wages as claimed by the union.

4. In view of what is stated above, an award is passed holding that the action of management of Central Bank of India in not paying 3/4 of the scale wages of subordinate staff and other benefits to Smt. K. Omana, the workman in this case, is unjustified and hence the workman is entitled to get the same as claimed by the union.

C. N. SASIDHARAN, Industrial Tribunal
नई दिल्ली, 17 दिसम्बर, 2004

का. आ. 187.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 42/2003 और 43/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-12-2004 को प्राप्त हुआ था।

[सं. एल-12011/204/2002-आई. आर. (बी-II)]

[सं. एल.-12011/209/2002-आई. आर. (बी-II)]

सौ. गंगाधरण, अवर सचिव

New Delhi, the 17th December, 2004

S.O. 187.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 42/2003 & 43/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow now as shown in the Annexure, in the Industrial Dispute between the management of Bank of Baroda and their workman, which was received by the Central Government on 17-12-2004.

[No. L-12011/204/2002-IR(B-II)]

[No. L-12011/209/2002-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT :

Shri Shrikant Shukla, Presiding Officer.

L. D. No. 42/2003

Ref. No. L-12011/209/2002-IR (B-II) dated : 19-2-2003

• BETWEEN

The President,
Bank of Baroda Employees' Union,
C/o Bank of Baroda, Halwasiya Court,
Hazratganj, Lucknow.
(In the matter of Manni Lal)

AND

The Asstt. General Manager,
Bank of Baroda,
Regional Office, 19 Way Road,
Lucknow, U.P.-226001.

L. D. No. 43/2003

Ref. No. L-12011/204/2002-IR (B-II) dated : 31-10-2003

BETWEEN

The President,
Bank of Baroda Employees' Union,
C/o Bank of Baroda, Halwasiya Court,
Hazratganj, Lucknow.
(In the matter of Pyare Lal)

AND

The Asstt. General Manager,
Bank of Baroda,
Regional Office, 19 Way Road,
Lucknow, U.P.-226001.

AWARD

The Government of India, Ministry of Labour vide its order No. L-12011/209/2002-IR (B-II) dated : 19-2-2003 referred the following dispute to the Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Lucknow for adjudication :

“Whether the action of the management of Bank of Baroda, Raebareli in not giving the benefits of annual Increment, subscription to Provident Fund, Uniform to Shri Manni Lal S/o Shri Kallu, PTS as entitled to permanent employees of the Bank is legal and justified ? If not, what relief the concerned workman is entitled to ?”

The Government of India, Ministry of Labour also referred following dispute for adjudication vide its Order No. L-12011/204/2002-IR (B-II) dated 31-10-2003 to the Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Lucknow.

"Whether the action of the management of Bank of Baroda, Raebareli in not giving the benefits of Annual Increment, subscription to Provident Fund, Uniform to Shri Pyare Lal S/o Shri Babu Lal, as available to permanent employee of the Bank is legal and justified ? If not, what relief the concerned workman is entitled to?"

The above two are identical cases and they are taken together and disposed by the common award.

Trade union's case is that Manni Lal was appointed, vide order dated 22-8-90 as Part Time Sweeper, by Regional Manager, Bank of Baroda and Pyare Lal was appointed, vide order dated 22/25-3-91 as Part-Time Sweeper by Regional Manager, Bank of Baroda. Both the workers were appointed by competent authority and they were placed on probation for a period of 6 months. The trade union has further alleged that employees of Bank of Baroda are placed on probation only when they are appointed against permanent vacancy and relevant portion, is reproduced below :

"The employees shall be classified as :

- (a) Permanent employee;
- (b) Probationer;
- (c) Temporary employee; and
- (d) Part-time employee".

These expression having the following meanings :

- (a) "Permanent employee" means an employee who has been appointed as such by the Bank,
- (b) "probationer" means an employee who is provisionally employed to fill a permanent vacancy or post as has not been made permanent or confirmed in service.
- (c) "temporary employee" as modified 20.7 & 20.8/19-10-1966.

The part-time sweeper has been classified as under :

Area of floor space	Hours per week	Wages
Upto 750 sq. ft.	Upto 3 hours	Rs. 440 p.m.
751 to 2000 sq. ft.	6 hours to 13 hrs	1/3rd wage scale
2001 to 2600 sq. ft.	More than 13 hrs.	1/2 wages scale to 19 hrs.
2601 to 3500 sq. ft.	More than 19 hrs.	3/4th wages scale to 29 hrs.
3501 to 5000 sq. ft.	Beyond 29 hrs.	Full wages scale"

The rates of part-time work has been revised from time to time and the latest one has been given in Bank Circular dt. 11-5-2000 and according to it, the sweepers who were cleaning of area more than 750 sq. ft. to 1500 sq. ft., they would be entitled for 1/3rd wage scale w.e.f. 1-2-2000. The word scale wage has been defined in Bipartite Settlement dt. 10-4-1989 as under :

"Scale wages shall mean, Basic pay, CCA, if any Special/House Rent/other allowance, if any and DA payable to full time workmen in subordinate cadre".

It is alleged by the worker that he is being given 1/3 scale wage, w.e.f. 1-2-2000, as such, entitled for all benefits, given to permanent part-time employees. According to para 18 of Bi-partite Settlement dt. 10-4-1989, the following benefits are to be given to permanent part-time employees, drawing various scale :

"18.2/10-4-1989

- (a) "Permanent part-time employees drawing scale wages are eligible for leave, medical aid and uniforms.
- (b) Permanent part-time employees drawing scale wages are eligible for Provident Fund with effect from 1-9-1978.
- (c) Permanent part-time employees drawing scale wages in Banks other than State Bank of India will be eligible for Gratuity. Those in State Bank of India, will however, be eligible for Gratuity or Pension, as per rules.
- (d) Permanent part-time employees drawing scale wages shall be eligible for leave fare concession and leave encashment on pro-rata basis with effect from 1-4-1989."

It is alleged by the worker that the opposite party was requested to provide all the benefits of permanent part-time employees to the workman, but they have not provided, without any valid reason. The trade union as therefore prayed to direct the management of Bank of Baroda to provide annual increment, subscription to Provident Fund, Uniform w.e.f. 1-2-2000 along with all the benefits of permanent part-time employees.

The opposite party has filed written statement. It is alleged that Manni Lal and Pyare Lal were engaged as sweeper on consolidated wages of Rs. 175 per month purely on temporary basis. It is also alleged both the workers were never appointed against permanent vacancy. They are working on consolidated wages on Pro-rata basis and he is not on the rolls of the Bank. It is submitted that part-time sweepers cleaning floor space area up to 1500 sq. ft. continue to draw consolidated wages of maximum of Rs. 750 p.m. and Union raising the dispute has wrongly interpreted that the sweepers cleaning the floor space

between 751 to 1500 sq. ft. will be paid 1/3rd of scale wages. The union has in fact concealed the facts in this case as to how the wages of the sweeper who drawing consolidated wages were revised by the Bank of Baroda. In fact All India Bank of Baroda Employee Federation, which is a recognised Union and affiliated to national confederation of Bank Employees, which is one of the signatories of the Bi-partite Settlement and All India Bank of Baroda Employees Coordination Committee had requested to review the existing wages and norms fixed for payment of consolidated wages to sweepers and revise their wages to an amount upto 1/3 of scale wages of subordinate employees. The Bank after considering request of the Union revised the wages of such class of sweepers cleaning floor space between 750 to 1500 sq.ft. up to an amount equivalent to 1/3 of wages on pro-rata basis w.e.f. 1-2-2000. It was further clarified to the union that these consolidated wage sweepers are/were not on the rolls of the Bank and they would continue to be treated as temporary employees even though they may be paid up to 1/3 of scale wages on pro-rata basis. As the all India Bank of Baroda Employees Federation is a recognised union has got the status to enter into the understanding with the Bank management to bring an improvement in the service condition of the Award Staff members. Hence the understanding reached with them has got legal sanctity and no dispute is maintainable by any regional unit like Bank of Baroda Employees Union. According to the circular mentioned by the worker payment to part time sweeper who cleans area more than 750 sq. ft. to 1500 sq. ft. may be paid upto 1/3 scale on pro-rata basis. The claimant has a very less work to do that is about 6 hours per week but due to benevolent of the office he has been given consolidated wages of 1/3 scale wage by the office for which he was not entitled. The 1/3 consolidate wage paid to the workmen in is much more than the prescribed, hence instead of giving him further facilities, the Bank has every right to refix/reduce his salary according to quantum of work and recover the amount of extra wages wrongly paid to them. It is submitted by the opposite party that the sweepers who are cleaning floor space area between 750-1500 sq. ft. are to be paid 1/3 scale wages on Pro-rata basis but they still remain out of the purview of the part time employee drawing 1/3 scale of wages as mentioned in the Bi-partite Settlement as their total hours of work still about 6 hours a week hence they can not be termed falling within the ambit of part time sweeper of 1/3 scale. Therefore, they are not entitled for any other benefit, which is applicable 1/3 scale wage employee. As such, the workers are not entitled to any relief. The Bank management has stated that the workers are not permanent part time sweepers. The workers are sweepers on consolidated wages and continued to remain on consolidated wages even after enhancement of this wages. They are not entitled for any other benefits as claimed by the union. The workers are getting more wages for which

they are entitled. The management has every right to recover the extra wages wrongly paid to them. It has been stated by the opposite party that the request of the union is baseless and without any basis hence was rightly refused by the Bank and the workers are not entitled to any relief whatsoever.

The workers have filed the photocopies of appointment letters of Manni Lal and Pyare Lal, the numbers of which are detailed as follows :

1. No. UPL/15/STF/NF/B-923 dt. 22-8-90 regarding Manni Lal.
 2. No. UPR/02/STF/NF/S-1578/C-75 dt. 22/25-3-91 regarding Pyare Lal.

The management has filed the Regional Manager (PR) letter No : UPR/11/STF/757/741/1290 dt. 11-5-2000 regarding wages payable to sweepers.

The trade union has filed the letter of General Manager No. CO/PD/KCP/M-98/271 dated 24/25-1/2000, regarding wages payable to sweepers.

The trade union has also filed the relevant extract of Bi-partite Settlement of Chapters 18, 19, 20 and 21.

The trade union has examined respective workers Manni Lal and Pyare Lal in support of their cases whereas the opposite party has examined Sh. D.K. Agarwal.

Heard arguments of learned representatives of parties and perused the written argument filed by the opposite party. It is admitted fact that these workers, Manni Lal and Pyare Lal are part-time sweepers in respective branches.

The photo state copy of appointment letters filed by the workers have not been admitted/denied by the opposite party and no other letter in rebuttal have been filed that any other appointment letter was issued in place of one filed by the workers.

The contents of the appointment letters of both the workers are reproduced below :

"No. UPL/15/STF/NF/B-923 dt. 22-8-90/
Registered

Mr. Manni Lal,
S/o Shri Kallu,
Gam & Post : Udwahamrajpur.
Dist. Raebareli.

Dear Sir,

**Re. :— Your Appointment in the Bank's Service
as a part-time sweeper.**

With reference to your interview dated 25-7-90 you are hereby informed that you are engaged in the Bank's

service as a part-time sweeper on a consolidated salary of Rs. 175 (Rupees one hundred seventy five only).

You will be on probation for a period of six months during which period your services are liable to be terminated by one month's notice or pay etc., in lieu of notice. If, however, you leave the service during the period of probation, you will have to give 14 days pay in lieu of notice.

You will, however, not be entitled to subscribe to the staff provident fund.

Your duties will include the work of sweeping, scrubbing and washing of the building occupied by the Bank and cleaning of latrine and bath rooms and such other duties as may be entrusted to you from time to time. Your working hours will be more than three hours but less than six hours per week.

Please note that whenever you remain absent, you will have to provide the Bank with a suitable substitute.

You will be governed by the rules and regulations of the bank in force from time to time.

You will be bound to observe strict secrecy with regard to the dealings of the Bank and its customers.

If the above terms are acceptable to you, please signify your acceptance in writing and report for duty at our Deeh branch dt. Rae Bareli on or before 10th Sept. 90 You are also requested to intimate the Bank any change in your residential address from time to time.

Yours faithfully,
Sd/-

Regional Manager, Lucknow Region

CC : Head Office, Baroda for information.

: The Manager, Deeh Branch dt. Rae Bareli-for information. Please get Mr. Manni Lal medically examined and if found allowed him to join the duties. Please return the enclose forms duly filled in by Mr. Manni Lal and verified by You.

Sd/-
Manager (IR)".

"UPR/02/STF/NF/S-1578/C-75 dt. 22/25-3-91

Mr. Pyarelal,
S/o Babulal,
Ambara West (Paschim)
Rae Bareli

Dear Sir,

Re. :—Your Appointment in the Bank's Service as a part-time sweeper.

With reference to your interview dated 20-3-90 you are hereby informed that you are engaged in the Bank's

service as a part-time sweeper on a consolidated salary of Rs. 175 (Rupees one hundred seventy five only).

You will be on probation for a period for a six months during which period your services are liable to be terminated by one month's notice or pay etc., in lieu of notice. If, however, you leave the service during the period of probation, you will have to give 14 days pay in lieu of notice.

You will, however, not be entitled to subscribe to the staff provident fund.

Your duties will include the work of sweeping, scrubbing and washing of the building occupied by the Bank and cleaning of latrine and bath rooms and such other duties as may be entrusted to you from time to time. Your working hours will be more than three hours but less than six hours per week.

Please note that whenever you remain absent, you will have to provide the Bank with a suitable substitute.

You will be governed by the rules and regulations of the bank in force from time to time.

You will be bound to observe strict secrecy with regard to the dealings of the Bank and its customers.

If the above terms are acceptable to you, please signify your acceptance in writing and report for duty at our Deeh branch dt. Rae Bareli on or before 10th Sept. 90 You are also requested to intimate the Bank any change in your residential address from time to time.

Yours faithfully,
Sd/-

Regional Manager
Rae Bareli Region

CC : Head Office, Baroda for information.
: Gegasson Crossing Br.
: AGM, EUP, Zone for information."

Salient features of above appointment letters are that both of worker's were appointed on probation for 6 months during which period their services were liable to be terminated by one month's notice or pay etc., in lieu of notice. However, they leave the service during the period of probation, they will have to give 15 days pay in lieu of notice. However, these two workers were deprived of subscribing to the staff provident fund.

The services of these workers included work of sweeping, scrubbing and washing of the building occupied by the Bank and cleaning of latrine and bath rooms and such other duties as may be entrusted to them from time to time. Their working hours will be more than three hours but less than six hours per week.

It also provided that whenever they remain absent, they will have to provide the Bank with a suitable

substitute. Further providing that they will be governed by rules and regulations of the Bank in force from time to time. At the end by that letter they were advised to intimate the Bank any change in your residential address from time to time.

In the 5th Schedule of Industrial Disputes Act, 1947 there is description of unfair labour practice. Serial No. 10 describes : "To employ workman as 'Badli', 'Casual Labour' or 'Temporary' and to continue them as such for years with the object of depriving them of the status and privileges of permanent worker". Meaning thereby that the legislatures have not encouraged the employer to employ worker as Badli, Casual worker or temporary for years together with the object of depriving them of the privileges of a permanent worker. Para 512 of Sastry Award is as under :

"Para 512 of Sastry Award.

512. We direct that on confirmation or permanent appointment an employee shall be entitled to all the privileges enjoyed by and shall be subject to all the liabilities cast upon the other permanent members of the staff and that he should further be entitled to have the period of his probation added to the years of his permanent service for the purpose of the grant to him of any gratuity. We make a similar recommendation in respect of pension also.

Notes :

1. To employ a person, the Bank shall give a written appointment order in terms of Para 29.20 of Desai Award. The appointment letter shall contain (a) kind of appointment (b) pay and allowances applicable to the post and (c) wherever needed the specific period of employment. The stipulations in appointment letter must be considered in accordance with service rules. In Central Inland Water Transport Corpn. Ltd. V. Brojo Nath Ganguly, [(1986) 3 SCC 156], the Supreme Court held that any unconscionable term in the appointment letter constituted Contract of Employment is void under S. 23 of the Indian Contract of Employment is void under S. 23 of the Indian Contract Act and violative of Art. 14 of the Constitution of India even though the employee had accepted such a term. Any term and/or condition in appointment letter which goes beyond service rules and/or reflects discriminations and/or arbitrariness is unconscionable. This definition of 'unconscionable' is, however, illustrative and not exhaustive.

2. The temporary employee may be appointed for filling up permanent vacancy for a maximum period

of three months. During this period the Bank shall have to make arrangements to fill up the said vacancy. If the temporary employee is selected for this post, his period of temporary employment will be taken into account as part of his probationary period in terms of Clause 20.8 of 1st B.P. Settlement dt. 19-10-66.

In nut shell the Sastry Award and Bi-Partite Settlement discourage the employment of casual labour and temporary employees for longer period. Casual 20.8 of 1st Bi-Partite Settlement dt. 19-10-66, lays down a restriction for employment of temporary employees and provides relaxation for a maximum period of three months. During this period the Bank shall have to make arrangements to fill up the said vacancy. If the temporary employee is selected for this post, his period of temporary employment will be taken into account as part of his probationary period. Manni Lal S/o Kallu is in employment since last more than 14 years, whereas, Pyare Lal is in employment for more than 13 years according to the evidence on record. From the appointment letter it is made out that both of them were on probation for a period of 6 months only. Their probation is not extended till date and at the same time the Bank management has also not issued any confirmation letter with regard to their employment.

The representative of the Bank has tried to argue that in the Gagason branch where Pyare Lal is employed, there is no permanent post of sweeper and there is hardly less than 6 hours work in a week. Similarly, in the case of Manni Lal the representative of management has contended the same and has further stated that the workers were appointed on fixed wages and the same was increased from time to time. It is argued that the workmen are not permanent employees of the Bank. It is also argued that the Bank has not issued any confirmation letter to workmen and therefore it should be believed that the workmen remained temporary throughout the period and services of the workmen are not permanent and they cannot be allowed annual increment, uniform etc.

During the course of oral argument the representative of opposite party has stated that appointment letter filed by the workmen are agreements. I do not agree with the arguments of the opposite party but on the other hand it is clear that said appointment letters are in nature of appointment letter for the indefinite period and the management of the Bank has unitarily fixed the conditions of the service but it is clear that the appointment was for indefinite period and the probation period was only 6 months and it is neither alleged nor proved that the management extended that probation

period. In the circumstances the question is what is the status of the workmen after they have successfully completed 6 months' of probation. According to the Bi-partite Settlement (Sastri Award) para 512 it is laid down that on confirmation or permanent appointment an employee shall be entitled to all the privileges enjoyed by and shall be subject to all the liabilities cast upon the other permanent members of the staff and that he should further be entitled to have the period of his probation added to the years of his permanent service for the purpose of the grant to him of any gratuity. It further clarified in the notes that the appointment letter shall contain kind of appointment, pay and allowances applicable to the post and wherever needed the specific period of employment. In para 495 of the Sastry Award it is laid down that in all cases probationers after expiry of the period of six months should be deemed to have been confirmed, unless their services are dispensed with on or before the expire of the period of probation. The probationer means an employee who is provisionally employed to fill a permanent vacancy or post as has not been made permanent or confirmed in service. In the present case if the probation period is not extended the workmen shall be deemed to have been confirmed. Conformation in other terms according to Sastry Award amounts to permanent appointment. It is of no consequence to the Bank that there is no permanent vacancy of part time sweeper. This was for the bank management to create permanent post and for the latches of the management the workmen cannot suffer. I therefore, come to the conclusion that the part time sweepers have acquired permanent status in the bank service and since they are permanent part time employees, whether on fixed wages or otherwise are eligible for leave, medical aid, uniform etc. It needless to say that according to para 18 of Bi-partite Settlement dated 10-4-89 the permanent part time employee drawing scale wages are eligible for leave, medical aid and uniform and provident fund. It is proved that from February, 2000 the worker, Pyare Lal is getting scale wages. It is also admitted fact that Manni Lal is also on scale wages as is evident from the evidence of Subhash Chadra Srivastava. Therefore, the workmen are eligible for leave, medical aid, uniform, provident fund, gratuity and annual increment. I also come to the conclusion that appointment letter and subsequent employment of the workmen for long 13/14 years as probationers without affording them any leave etc. is unfair labour practice. The issue is therefore, decided in favour of the workmen and in negative. The workmen are therefore, entitled to annual increment, subscription to provident fund, uniform and other benefits available to other permanent part time employees w.e.f. the date when they were paid scale wages.

Lucknow SHRIKANT SHUKLA, Presiding Officer
10-12-2004

नई दिल्ली, 20 दिसम्बर, 2004

का. आ. 188.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 38/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-12-2004 को प्राप्त हआ था।

[सं. एल.-40011/23/95-आई. आर. (डी.यू.)]
एन.पी. केशवन. डेस्क अधिकारी

New Delhi, the 20th December, 2004

S.O. 188.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 38/04) of the Central Government Industrial Tribunal/ Labour Court, Ahmedabad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Deptt. of Post and their workman, which was received by the Central Government on 20-12-2004.

[No. L-40011/23/95-IR(DU)]
N.P. KESAVAN, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT AT AHMEDABAD**

PRESENT :

Shri B. I. Kazi, B.Sc., LL. M., Presiding Officer

INDUSTRIAL DISPUTE NO. 38/04

**(Old ITC No. 9/96 transferred from I.T.
Ahmedabad)**

**The Post Master,
Post Office Anand Division,
Anand**

... First Party

V/S_i

J.S. Saiyed,
C/o R.C. Pathak,
4, Deeplex Apartment, Nehru Park,
Vastrapura, Ahmedabad ... Second Party

Appearances :

First party : Shri Munshi
Second party : Shri R.C. Pathak

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order dated 9-6-95 to this Tribunal for adjudication. The terms of reference is as under :

SCHEDULE

"Whether the action of the management of Sr. Supdt. of Post Offices, Anand in terminating the services of Shri J.S. Saiyed legal and justified ? If not, to what relief the workman is entitled to ?"

2. A notice was sent to the second party to file SC. The second party (workman) has submitted S.C. by Ex. 3. The brief facts of SC are that the second party workman was appointed as a Packer in the year 1985 on a clear vacant post by the first party. The workman was terminated by the first party with effect from 31-12-1991. The Hon'ble Central Administrative Tribunal directed the Government of India to make a reference of the dispute. The workman was terminated by an oral order with effect from 31-12-91. The workman has put continuous services during the period from 1985 to 31-12-91 and has completed the services of more than 240 days in each calendar Year. Therefore, the services of the workman cannot be terminated without following the provisions of the I.D. Act. No notice was issued, no retrenchment compensation was paid to the workman and juniors to the workman were retained in services. Fresh recruitment is also made. No seniority list was prepared by the first party before the terminating the services of second party. Thus action of the first party is in violation of Section 25-F, G, H of the I.D. Act and Rule-77 of the Industrial Dispute (Central) rules. Thus the action of the first party is ex-facie illegal and inoperative in law and void ab-initio. The work of packer is available at present also and it is continuous work. The first party has terminated the service with a view to deprive the second party from the benefit of regularization and temporary status as per the judgement of the Hon'ble Supreme Court. Thus the action of the first party amounts to victimization and exploitation. The first party can not misuse powers only because it is dominant employer. Thus he prays for the relief as per para 5 of the S.C.

3. A notice was issued to the first party to file a written statement and by Ex. 5 the first party has submitted its written statement. The brief facts of the written statement are that the reference is illegal not tenable and the Hon'ble Court has no jurisdiction because the postal department is not an industry. What is stated in statement of claim is not admitted and it should be proved by the second party. It is not true that the second party was

appointed as a packer in the year 1985 on clear vacant post. He was provisionally appointed from 4-5-88 to 19-10-88 and from 13-7-91 to 31-12-91 the services were terminated after appointment of regular candidate sponsored by the Employment Exchange as per departmental rules. The Hon'ble Supreme Court has held that the department of the post is not an industry and I.D. Act is not applicable to extra departmental agents. On an appointment of suitable regular incumbent on the post of ED stamps vendor, the second party was discharged. It is not true that the second party has completed his services of more than 240 days in each calendar year since 1985 to 31-12-91. Second party was not entitled for any notice pay and retrenchment compensation hence he was not paid. It is not true that the juniors than second party have been retained in service and no seniority list is required to be prepared and published for termination of services of the provisionally appointed persons. The claim of the second party is false, fabricated, incorrect and therefore not accepted. The second party had worked on different post and different categories and at different post offices as substitute provided by the regular incumbents was proceeding on leave for limited periods and provisionally appointed for short period. The workman was employed till the regular incumbent resumed his duty and till the regular appointment for the post was made from the candidates sponsored by Employment Exchange. The question of awarding temporary status does not arise. The second party is wilfully employed somewhere and therefore it is not admitted that the second party was unemployed hence first party is not liable to pay back wages to the second party. Thus he prays for the rejection of the reference with cost.

4. By Ex. 18 the second party workman has submitted a list of document which marked as 18/1 to 18/11. There was no objection by the first party for the Exhibition. Hence mark 18/1 to 18/11 is accepted as Ex. 19 to Ex. 27. The first party has submitted a documentary list by Ex. 6 it is mark 6/1 to 6/7. Mark 6/1 has proved in evidence. Hence it was accepted as Ex. 11.

5. The workman has been examined as per Ex. 10 and by Ex. 12 the second party has closed his evidence. No oral evidence has been taken by the first party and by Ex. 14. The First party has closed their evidence.

6. The parties have submitted written arguments. The written arguments were taken on record.

7. Looking to the terms of reference and looking to the evidence on record the following issues are to be decided in this reference :

(A) Whether the action of the first party in terminating the services of the workman Shri J.S. Saiyed is legal and justified ?

- (B) Whether the workman is entitled for reinstatement to his original post with continuity of service ?
- (C) What order should be made regarding the back wages ?
- (D) What final order ?

My Answer to the above issues are as under as per reasons given below :

- (A) No.
- (B) Yes.
- (C) The first party management i.e., Senior Supdt. Post Offices, Anand shall pay 30% back wages from the date of termination till the reinstatement of the workman. And if the workman is not reinstated, the first party shall pay the full wages to the workman from the date of the publication of the award.
- (D) As per the final order.

REASON

8. As per the evidence at Ex. 10. The second party workman was working with the first party since 1985 and he has worked till 31st December 1991. He has also worked as ED Messenger and lastly he was working as a ED stamp vendor. The first party has produced a document by Ex. 6, 6/1 as a letter and a statement showing the working of the second party. Thus looking to this document it is clear that at the time of termination the second party has worked for more than 240 days in 12 calendar months preceding the date of termination. Not only that the workman has worked for 341 days in the year 1990. Thus it is clear that the second party has completed 240 days in the calendar year. The first party's document Ex. 21 also proves the same fact which has not been rebutted by an evidence through documentary evidence was in their possession. Thus this Tribunal come to the conclusion that the workman has worked for more than 240 days in a 12 calendar months preceding a termination. It was an obligatory on the part of the first party to follow provision of the I. D. Act before the termination of the workman. The first party has violated Section 25-F of the I.D. Act which is a mandatory provision. The termination of the workman is nothing but a retrenchment. Thus the action of the first party is in violation of Section 25-F while terminating the services of the second party workman which is illegal and unjust.

9. Looking to the various decision of the Apex Court namely (1) Sunder Mani *V/s.* State Bank of India 1976

3SCR 160 (2) Robert D'Souza *V/s.* Executive Engineer Southern Railway. If the retrenchment is in violation of Section 25-F workman is entitled for the reinstatement to his original post with continuity of service and also with back wages. It is clear that no notice or notice pay was given to the workman at the time of retrenchment and no compensation was paid though the workman has completed 240 days of continuous services in the years 1988, 1989 and 1990. Thus the workman is entitled for the reinstatement to his original post with continuity of service and back wages. Looking to the evidence of the workman that he has earned Rs. 500 to 600 per month it is not just to saddle the burden of full back wages on the first party. However, looking to this evidence workman is entitled for 30% of back wages from the date of termination till the date of award. And after publication of award the workman is entitled for full back wages till the first party reinstate the workman to his original post.

10. Looking to the above observation it is clear that the action of the Senior Supdt. Post Offices, Anand in terminating the services of Shri J.S. Saiyed is illegal and unjust. The workman Shri J.S. Saiyed is to be reinstated to his original post with the continuity of services by Sr. Supdt. Post Offices, Anand and to pay the workman 30% back wages from the date of termination till the publication of the award. And if the first party does not reinstate the workman to his original post then a full pay prevailing at the time of award shall be paid to the concerned workman Shri J.S. Saiyed till the date of reinstatement. Looking to the above observation, I hereby pass the following order.

ORDER

Reference is partly allowed. The action of the management i.e., Sr. Supdt. of Post Offices, Anand in terminating the services of Shri J.S. Saiyed is hereby declared as illegal and unjust. The first party Sr. Supdt. of Post Offices is hereby ordered to reinstate Shri J.S. Saiyed to his original post with continuity of service and to pay 30% back wages to the workman from the date of termination i.e., 31-12-90 till the date of order of the reference. If the workman is not reinstated within 30 days of the publication of the award, the first party shall pay full back wages prevailing at the time of award to the workman. The first party shall also pay Rs. 1000 as a cost to the second party. The order shall be implemented within 30 days of the publication of the award.

Ahmedabad

Date : 22-09-04.

B. I. KAZI, Presiding Officer

नई दिल्ली, 20 दिसम्बर, 2004

का. आ. 189.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्ममेन्ट रिसर्च डेवलपमेंट एस्टेब्लिशमेन्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में ग्रम न्यायालय, पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-12-2004 को प्राप्त हुआ था।

[सं. एल-14012/11/2003-आई. आर (डी. चू.)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 20th December, 2004

S.O. 189.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of Labour Court, Pune as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Armament Research Devt. Estt. and their workman, which was received by the Central Government on 20-12-2004.

[No. L-14012/11/2003-IR(DU)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE MRS. S. S. SAWANT, PRESIDING OFFICER, FIRST LABOUR COURT, PUNE

REFERENCE IDA NO. 343/2003

The Commandant,
Armament Research Development Establishment,
Pashan, Pune-411008 . . . I Party

AND

Shri Karna Vinayak Swamy,
Naathu Kadam Building, Shivaji Chowk,
Opp. PCMC School, Near Water Tank,
Pimple Gurav, Pune-411027 . . . II Party

AWARD

This reference is made by Dy. Commissioner of Labour, Pune for adjudication of industrial dispute under I. D. Act between above referred parties.

“Second party has demanded reinstatement with continuity of service and full backwages for the intervening idle period.”

Today second party called out Absent. No S. C. is filled till date. Hence reference stands disposed off for default of second party and for want of prosecution by second party.

Pune : Mrs. S. S. SAWANT, Presiding Officer
Date : 20-10-2004

नई दिल्ली, 22 दिसम्बर, 2004

का. आ. 190.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ मैसूर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में ग्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 35/01) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-12-2004 को प्राप्त हुआ था।

[सं. एल-12012/90/2001-आई. आर (बी. ई.)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 22nd December, 2004

S.O. 190.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 35/01) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Mysore and their workman, which was received by the Central Government on 21-12-2004.

[No. L-12012/90/2001-IR(B-I)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, “SHRAM SADAN”, III MAIN, III CROSS, II PHASE, TUMKUR ROAD, YESHWANTHPUR, BANGALORE-560022

Dated : 3rd December, 2004

PRESENT :

Shri A. R. Siddiqui, Presiding Officer
C. R. No. 35/01

I PARTY :

Shri S. Gurubasavaraja,
Door No. 6/379,
Behind Banashankari Kalyana,
Mantap, Govt. Hospital Road,
Kudligi (Tq),
Bellary (Dist),
Kottur-583134

II PARTY :

The General Manager (Operations),
State Bank of Mysore,
Head Office,
Kempe Gowda Road,
Bangalore-9

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12012/90/2001/IR (B-1) dated 14th May 2001 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of State Bank of Mysore in terminating the services of Shri S. Gurubasavaraja w.e.f. 8-2-1998 is justified ? If not, what relief the workman is entitled ?"

2. The case of the first party, as made out, in the Claim Statement, briefly stated is that he had been in the employment of the management since 16 years and worked for a total number of 1070 days as temporary Peon from 1982 to 1998; that before the implementation of the circular dated 18-1-1994 which provided compulsory service of 240 days to be performed within a block period of 12 months in order to seek the permanent appointment, the first party had fulfilled the conditions of earlier requirement by working for 90 days in the year 1984 and 1993. But the management has not regularized his services as permanent employee; that there being a dispute between the management and the union employees, the management provided the temporary duty to the first party with a promise to regularize his appointment in future; that the name of the first party has been included in the panel list after he wrote a letter dated 1-6-94 as he had worked already for a period of 512 days as on the said date. In a list of 57 candidates, the candidates who were junior to the first party and had worked for lesser number of days, than the days of the first party, they got permanent appointment and whereas the first party was ignored; that the contention of the management now is that the first party has not got through in interview held on 31-7-1986 and 23-11-91 but the first party was not informed about the results of the interview; that after the above said circular dated 18-1-1994, the first party has been prevented from continuing his service as a temporary Peon and whereas, the management had allowed the other two candidates for more than a period of 240 days. He was denied employment though he was all along willing to continue in service; that during the year 1995 he worked for 181 days and whereas during the period from July 1995 till July 1996 he worked for a period of more than 200 days and if Sundays and Central Govt. Holidays are to be taken into account, the period of service rendered by the first party would come to 240 days and more; that as soon as he was removed from the service in 1998 he brought to the knowledge of the management the injustice

done to him. Therefore, the first party filed writ petition No. 25448/99 and the High Court passed an order with a direction to the management to consider his case for appointment. However, his case was not considered. In his amended Claim Statement, the first party contended that he was called for interview held by the management regarding absorption of temporary employees as permanent sub-staff and he appeared for an interview held on 3-7-1986 and 23-11-91. He was given an understanding after the interviews were held that the management will inform him about the posting orders and he has to wait for some time but no such appointment orders were issued though the first party was under the bona fide impression that he would get letter of regular employment. However, he continued in service on temporary basis. He contended that his services having utilized from 1982 to 1995 and from December 1988 to February 1989 continuously. All the days including Sundays first party had worked for more than 240 days in a calendar year. However, the first party has been refused work by the management from March 1998 for the reason best known to it that he made representations from time to time to consider his case but there was no response from the management. He contended that many of his Junior colleagues who were not at all fit and eligible have been permanently appointed though they have not fulfilled the conditions of the circular dated 18-1-94. Therefore, he requested this court to pass an order to assign him the temporary job with immediate effect and to include his name in the list at the appropriate place of temporary employees and to consider his case for regular absorption immediately with all consequential benefits.

3. The management by its Counter Statement denied the allegation that the first party had worked from 1982 to 1988 for a total number of 1070 days. It was contended that the first party worked between 1984 and 1988 intermittently on casual/temporary basis without completing 240 days in any block period of 12 months. The management gave the details of the number of days the first party worked with it during the said period as under :—

Branch	Year & Month	No. of days
Jagalur	1984—October	24
	November	17½
	December	24
	1985—January	20
	February	4½
Hagari Bommanallai	1986 from October 26th to 1-9-97	23½

Branch	Year & Month	No. of days
Kottur :	1989	38
	1990	58
	1991	67
	1992	76
	1993	90
	1994	128
	1995	157
	1996	90
	1997	84
	1998	8
Kudligi :	1995	24
	1996	70

4. The management further contended that with a view to provide an opportunity for casual/temporary workmen to seek permanent employment, all such workmen who had put in 90 days service during the year between 1984 and 1989 were called for interview and the candidates who were successful in the said interview were considered for appointment on permanent basis. Therefore, question of any junior or senior in the service as a casual temporary employee does not arise. It was contended that first party was also accordingly called for interview and he was not selected as he was not found suitable and as such question of his appointment on a permanent basis does not arise. Therefore, the first party having not been selected in the interview, cannot make any grievances against the selection of other temporary employees on permanent basis. It was contended that only the persons selected in the interview will be informed on their selection and since the first party did not get through the interview, there was no question of intimating him the results of the interview.

5. That, the first party filed Writ Petition 25448/99 contending that the representations given by him were not considered by the management and the management was directed by the High Court to consider his two representations dated 20-4-98 and 6-7-98. Those representations were duly considered by the General Manager(O) and he rejected those representations on the ground that the first party was not selected during the interview called for permanent appointment. He passed an order rejecting the representations accordingly on 30-9-2000 and the first party was also communicated of the said order. While, admitting the fact that the first party appeared twice for interview in 1986 and in 1991, the management contended that there was no assurance given to the first party that posting orders will be issued to him and that he must wait for some time; that the several Branch Managers just to hold the first party were

employing him on temporary/causal basis on his request and when he is not selected in the interview for permanent employment, he has to only thank himself and cannot blame the management. It further contended that the first party never worked continuously for a period of 240 days or more in any block period of 12 months. He was called for interview only for the reason that he had worked for more than 90 days during the aforesaid prescribed period. It was further contended that the first party was not found suitable for absorption in the permanent service in the interviews held in 1986 and again in 1981, however, it is open to the first party to take his chance once again if he is still eligible to be called for interview and he may be absorbed as a permanent employee if selected in the interview which is the basis for appointment to the permanent cadre. Therefore, there was no question of violation of principles of natural justice or going against the aforesaid circular dated 18-1-1994. In their additional Counter Statement filed by the management in reply to the amended claim statement, it contended that no temporary employee like the first party will be automatically request after completing 90 days or 240 days service. They have to apply for absorption in terms of the circular issued from time to time and after they are interviewed, the successful candidates will be appointed against the available permanent vacancy. It was contended that when admittedly the first party worked only for 200 days between July 1995 and July 1996 there is no question of he being absorbed permanently, in the service of the bank. It was contended that the temporary employees who worked on daily wages will have no benefit of holidays falling on Sundays and other public holidays. The management denied the contention of the first party that he was removed from service in 1998, contending that question of removal of first party from service does not arise when there was no casual vacancy so as to provide work to the first party. Therefore, the first party according to the management is not entitled to any relief and the reference is liable to be rejected.

6. In order to justify its action the management on its behalf, examined one witness as MW1 and got marked six documents at Ex. M1 to M6 and Ex. M7 was marked during the course of cross examination of the first party. His statement in Examination Chief is as under :—

“I know the facts of this case based on records. I have been working as Deputy Manager of Industrial Relations Department of the Second Party Management for the last 4 years. The first party was working as a Casual Employee of the Second Party. Casual Employees services will be utilized whenever the permanent employee or any sub-staff goes on leave. As per records the first party was working with the Second Party during the year 1984 and 1985 i.e. from October 1984 till February 1985. During the month of October 1984 and December

1984 the first party was worked 65 and Half days. During the months of February and January he worked for a period of 24 and $\frac{1}{2}$ days. I have produced two extracts of payment sheets of Temporary employees from October 1984 till February 1985. From January 1989 to February 1998 and June 1995 to July 1996 for 3 separate branches namely Jagalur branch, Kottur branch and Kudalgi branch respectively. They are marked as exhibits Ex. M1 to Ex. M3 respectively. He also worked in Hagaribommanahalli branch from 16-4-1984 till 1-9-1984 i.e. for a total period of 93 and $\frac{1}{2}$ days. Extract of Attendance Register of Temporary employees is marked as Ex. M4 series consisting of 10 pages. In 1989 at Kottur Branch he worked for 38 days, he worked for 58 days in 1990. In 1991 he worked for 67 days. In 1992 he worked for 76 days. In 1993 he worked for 90 days. In 1994 he worked for 128 days. In 1995 he worked for 157 days. In 1996 he worked for 90 days. In 1997 he worked for 84 days. In the year 1998 he worked for 8 days. In Kudalgi branch he worked as under : 24 days in the year 1995, 70 days in 1996. The first party was being paid his salary through cheques, copies of those cheques (5) marked as Ex. M5 series. He was also issued one DD and its copy is marked as Ex. M6. It was only in respect of Kudalgi branch for other branches he was paid in cash and payment sheets referred to above are at Ex. M1 to Ex. M3. We conducted interview for Temporary workers who had completed 90 days service once in the year 1984 and another in the year 1993 so as to absorb them for permanent service. First party was also called to attend those interviews. He attended the interviews but was not selected. First party has not worked for a period of 240 days in a particular calendar year in any one of our said branches. Therefore, I pray the court to reject the reference."

7. The first party, as a rebuttal filed his affidavit by way of evidence and in his further Examination Chief got marked the documents at Ex. W1 to W11. I would like to refer to their statements in cross examination as and when found relevant and necessary.

8. Learned counsel for the Second Party argued that the first party was being engaged on casual/temporary basis in case of exigency of work and in the place of employee going on leave, intermittently, during the period from 1982 to 1988 but in none of the year he worked continuously for a period of 240 days and therefore, there was nothing wrong on the part of the Management in not providing work to the first party when the work itself was not available. He argued that the name of the first party being included in the panel of the list of casual workers maintained by the Second Party Bank, he was given an opportunity to appear in the interviews held by the

management once in the year 1986 and another in the year 1981 and since in both the interviews the first party did not fare well, was not selected for regular posting as a sub staff and therefore now he cannot make any grievance against the management. It was contended that on the very same set of facts, the first party approached the Hon'ble High Court in WP No. 25448/99 for a relief to direct the Respondent/Management to assign him the temporary job with immediate effect and his Writ Petition came to be disposed off with a direction that the two representations he made with the management shall be considered by the management and his grievance must be redressed. Learned, counsel contended that in the light of the direction of Hon'ble High Court, in the said Writ Petition, the management had considered the two representations of the first party dated 20-4-98 and 6-7-98 and rejected those representations by assigning sufficient and valid reasonings and the order passed on those representations was also communicated to the first party as per the forwarding letter at Ex. M7 (Order enclosed). Therefore, the learned counsel submitted that the present reference once again raising the same dispute by the first party on the very same set of facts cannot be maintained and is liable to be rejected. Learned, counsel in support of his contention that in no calendar year the first party worked continuously for a period of 240 days and more, not only relied upon the testimony of MW1 coupled with the documentary evidence produced by the management but also the very averments made in the Claim Statement, the deposition of first party itself and the various documents marked on his behalf. Whereas, the learned counsel for the first party argued that the present case is a case of unfair labour practice, inasmuch as, the first party was in the employment of the managements for a long period of 16 years and was denied employment abruptly for no good reasons. Therefore, learned counsel submitted that keeping in view the length of period of service rendered by the first party, the management atleast must provide temporary job to the first party, if not, a job on regular basis. He contended that the result of the aforesaid two interviews held by the management were not at all communicated to the first party and there is no evidence also produced before this tribunal as to how many marks he secured in the interview and how many marks were secured by the candidates who were held successful in the interview. He contended that in the light of the circular referred to supra issued by the head office of the management, the first party was prevented from completing his continuous service for a period of 240 days, even otherwise, if Sundays and holidays are taken into account, it can be seen that the first party has completed continuous service of 240 days and more and therefore, his removal from service amounts to retrenchment. Both the learned counsel for the respective parties have cited various rulings in support of their respective contentions.

9. After having gone through the records, I find substance in the argument advanced by the second party. First of all as argued for the Second Party Management, the present reference loses its importance and significance for the simple reason that on the very set of facts and for the very same relief, the first party had approached the Hon'ble High Court in the aforesaid Writ Petition and his Writ Petition came to be disposed of with the following directions found at Para 6 :

"Under these circumstances, the respondents are directed to consider the grievance of the petitioner in the list of the representations given as per Annexures E1 and E2 within a period of three months from the date of certified copy of this order is produced or given and pass appropriate orders in accordance with law. Accordingly, this writ petitions is disposed of directing the parties to bear their own costs."

10. Now, it is not in dispute that in the light of the directions of the High Court the General Manager (O), State Bank of Mysore Head Office by its order dated 13-9-2000, rejected the request of the first party by considering his representations dated 20-4-1998 and 6-7-98. The main reasonings assigned by the learned officer in passing the said order again were based on the fact that in none of the year in between 1982 and 1988, the first party worked continuously for a period of 240 days and more and that he being given an opportunity to participate in the two interviews held by the management could not get through those interviews and therefore, the grievance made out by him in his aforesaid two representations will not be tenable in law and on facts. Therefore, as argued for the management when the management had considered the above said two representations made by the first party and passed a detailed and considered order in rejecting the relief asked for by the first party, that too, under the orders of the High Court in the said Writ Petition, the present reference cannot be maintained by the first party, again, on the very same set of facts and for the same relief without there being any change in circumstances. He was, according to him, was denied temporary job somewhere in the month of March, 1998 and in the year 1999 he approached the Hon'ble High Court in the said Writ Petition. It is not the case of the first party that subsequent to March, 1998 he was again engaged by the Second Party and that he was in continuous service of the Second Party for a period of 240 days and more. Therefore, there was absolutely no cause of action for the first party in the face of the orders of Hon'ble High Court and the order passed by the management rejecting his request by considering the aforesaid two representations without there being any change in circumstances. In the result, on this count itself the reference is liable to be dismissed. Even otherwise, coming to the merits of the case and going into oral and documentary evidence pressed into service by the

respective parties, it is not in dispute that the first party though was in the service of the management between the years 1982 and 1988, never completed his continuous service of 240 days in a particular calendar year, much less, in a calendar year preceding the denial of employment to him said to have taken place in the month of March, 1998. The first party has produced before this tribunal in all nine original certificates issued by the management marked at Ex. W7 series before this tribunal and they would reveal that during the period from 26th October, 1982 to 1st September, 1984 he worked as a temporary Peon/Watchman for a period of 93½ days as per the certificate dated 18-8-96. The certificate dated 10-5-91 would show that he worked totally for a period of 90 days during the months of October, November and December, 1984 and in the month of January and February, 1985. The certificate dated 27-2-97 shows that during the period from 3-1-1989 to 1-1-93 the first party worked for a period of 329 days, he worked for 38 days from 3-1-89 to 23-12-1989. For 58 days from 17-1-90 to 13-12-90 from 7-1-91 till 31-12-91 he worked for 67 days. From 10-1-92 to 29-12-92 he worked for 76 days. From 1-1-93 to 10-12-93 he worked for 90 days. Certificate dated 25-3-96 shows that the first party worked for 128 days from 3-1-94 to 30-12-94. From 1-1-95 to 30-12-95 he worked for 157 days. From 1-1-96 to 24-3-96 he worked for 32 days. Certificate dated 13-5-96 shows that from 1-2-95 to 30-9-95 the first party worked for 29 days and from 1-3-96 to 31-3-96 he worked for 11 days. The certificate dated 27-2-97 shows that the first party worked for a period of 58 days in between 8-4-96 and 20-12-96. As per certificate dated 2-3-98 he worked for a period of 84 days during the period from 1-1-97 to 31-12-97. The last certificate dated 24-3-98 shows that he hardly worked for 8 days during the period from 1-2-98 to 7-2-1998. These are the original certificates issued by the management in favour of the first party and they have been produced before this tribunal by the first party himself and he relied upon those certificates in support of his claim also. Like wise the management also produced various documents marked during the course of statement of MW1 and they also spoke to the very same facts suggesting that in none of the year in between 1982 to 1998 the first party worked continuously for a period of 240 days and more. Therefore, undisputedly the first party having not worked with the management for a period of 240 days and more continuously in between the period from 1982 to 1998 much less in a calendar year, immediately, preceding his removal from the service, it cannot be said that there was a case retrenchment or unfair labour practice committed by the management in denying first party the temporary job of Peon/Watchman.

11. Learned Counsel for the first party made a reference of certain decisions of their Lordship Supreme Court and Hon'ble High Court on the point that apart

from the actual working days, the days against Sundays and other holidays also shall be taken into account to count the period of 240 days and if that were to be done, the first party is deemed to have completed the statutory period of 240 days as contemplated under section 25(B) of the ID Act. Even assuming for a moment, days against the holidays are to be taken into account, then, again the period of 240 days is not to be made up when we look into the aforesaid two certificates for the year 1997 & 1998. From the period from 1-1-97 to 31-12-97, as seen above, the first party hardly worked for 84 days and whereas from 1-1-98 to 7-2-98 he worked just for 8 days. Therefore, even if the holidays are to be considered as working days in favour of the first party they will not improve his case. The contention of the first party that he could have completed the period of 240 days, had the management not prevented him from continuing in service in the light of the aforesaid circular of the year 1984, has no substance, again. If there is a circular issued by the head office not to allow the temporary workers to complete the period of 240 days, the Second Party bank cannot be held responsible or blamed in not allowing the first party to complete the period of 240 days. The first party or any such workman might be prevented from continuing the above said period of 240 days for the above said reason or for any other reason but when he has not completed the continuous service of the said period, he cannot have any grievance against the management concerned raking up the case of retrenchment. Therefore, the action of the management in denying work to the first party also on temporary basis cannot be said to be the result of unfair labour practice or a case of illegal retrenchment for the reason that he failed to get himself selected during the above said two interviews held by the management and for the reason he never worked continuously for a period of 240 days and more. The contention of the first party that he was not communicated about the results of the interview and that he was given assurance by the management that after the interview he will be given a posting order appears to be without any basis. The very fact that he was not communicated with the results of the interview and that other candidates who participated in the said interview along with him were selected and given posting orders, must be a circumstance sufficient to draw a presumption that he was not communicated with the results of the interview as he failed to get through the said interview. In the result and for the foregoing reasons I have no hesitation in my mind to come to the conclusion that the first party fails to establish before this tribunal the action taken by the management in terminating his services was illegal and unjustified. On the other hand the management has produced sufficient oral and documentary evidence in support of his case that the action

taken by it was very much justified. However, before parting with the case on hand I feel it proper and in the interest of justice to refer to the submission made on behalf of the first party, he should atleast be given a job of temporary Peon if not made a permanent employee. Undisputedly the first party is with the management for a sufficiently long period of 16 years and it will be just fair on the part of the management to see that his services are taken by it atleast on temporary basis and he is given when more opportunity to participate in the interview to be held by the management for the permanent post of its sub-staff. Accordingly the reference is answered and the following Award is passed.

AWARD

The Management is directed to consider the request of the first party to engage him on casual basis as and when the exigency of the work demanded. It shall also give one more opportunity to the first party to participate in the immediate next interview to be conducted by the management for the purpose of selection of permanent sub staff and to select the first party in accordance with rules if found otherwise eligible. No order to cost.

(Dictated to PA transcribed by her corrected and signed by me on 3rd December 2004).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 22 दिसम्बर, 2004

का. आ. 191.——औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 66/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-12-2004 को प्राप्त हुआ था।

[सं. एल.-12012/101/1994-आई. आर. (बी. I)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 22nd December, 2004

S.O. 191.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 66/95) of the Central Government Industrial Tribunal-cum-Labour Court, I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 21-12-2004.

[No. L-12012/I01/1994-IR(B-I)]
C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Shri Rajesh Kumar, Presiding Officer

Case No. L.D. 66/95

Inderjit Sud.. House No. 190, Sector-15A,
Chandigarh. Applicant**VERSUS**1 The Management of State Bank of India,
Sector-17, Chandigarh. Respondent**APPEARANCES :**

For the workman : Shri O. P. Batra

For the management : Shri A. K. Khunger

Dated 8-12-2004

AWARD

Exercising the powers conferred u/s 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act), the Central Govt vide No. L-12012/101/94/IR (B-I) dated 19th of July 1995 has referred the following dispute to this Tribunal for adjudication —

"Whether Shri Inderjit Sud, is stopped from raising an I. D. in view of the findings of Addl. District Judge, Chandigarh, in Civil Appeal No. 34 of 2-1-1991 in case titled Shri Inderjit Sud Vs. Chief General Manager, SBI and 3 others ? If not, then whether action of the management of State Bank of India, in terminating the services of Shri Inderjit Sud, w.e.f. 12-1-1976 is legal and just. If not then to what relief the workman is, entitled to and from which date ?"

2. In the claim statement it is pleaded by the workman that on 3-6-1975 he applied for two months leave w.e.f 1-8-1975 to 1-10-1975 which was duly got sanctioned by the Branch Manager from the Regional Office on 5-7-1975. It is the case of the workman that after proceeding on two months leave duly got sanctioned by him, he further extended his leave and sent applications which were never rejected and he remained on leave up to 31-12-1978 and submitted his joining report on 1-1-1979 to the Branch manager, Air Force Station, Chandigarh who did not allow him to resume his duties on the ground that matter of his joining will be referred to the Regional Manager.

3. The workman was visiting the branch manager regularly but was not allowed to resume his duty. He had written several letters and to his surprise vide letter dated 14-4-1979, the workman was informed that the Regional Office, Chandigarh has advised that the services of the workman have been voluntarily abandoned w.e.f 12-1-1976. On receipt of this letter from the branch manager, the workman represented and also challenged the order of

his termination in the Civil Court on 17-4-1980 and the suit of the workman was dismissed with the findings that the Civil Court has no jurisdiction to adjudicate upon the dispute and the remedy is under the Industrial Disputes Act. The appeal of the workman was also dismissed on 19-1-1993 confirming the findings of the Civil Court. After accepting the above findings on the basis of the objection taken by the management during the proceedings, the workman has raised a demand notice to refer the matter to the Labour Court under the Industrial Disputes Act, and the competent authority has been pleased to refer the dispute to this Court for adjudication.

4. In the written statement the management raised preliminary objection that the workman is estopped from raising a dispute as the Civil Suit dated 17-4-1980 filed by the workman was dismissed and so his appeal. That the petition in the present form is not maintainable.

The management admitted that in the year 1975 the workman was transferred and posted at Air Force Station, Chandigarh and that Shri A. N. Chopra was the then Branch Manager. The workman applied for leave for two months from 1-8-75 to 30-9-75 for going to Srinagar and gave a local address at which he would be available during the leave period. The workman on 1-10-1975 applied for further leave for a period of two months. The reason given was that he was to look after his sick mother and that his marriage was likely to take place within short period. That application was rejected and the workman was informed that his request can not be entertained. The workman duly acknowledged the receipt of this letter as it apparent from the communication addressed by him to the bank on 16-10-1975. The workman made another application to the branch manager. He again requested to grant him further leave. He was duly informed that his plea for further extension can not be entertained.

In the meantime information was received by the bank that the workman had left for Canada without disclosing this fact to the bank. The workman was sent numerous communications by Regd. AD at the address which were received by the persons other than the workman or those were returned as the addressee was not available. Further notices were sent by Regd. A.D. post instructing him to report for duty within 10 days of receipt failing which it would be presumed that he is not interested in the bank's service and has vacated the post voluntarily. A notice to the effect that workman has failed to report for duty, he would be deemed to have abandoned the employment with the bank by 7-1-1976 was published in the Tribune dated 28-12-1975. After the publication, the branch manager waited for the workman till 7-1-1976 as he never came to report for duty. The branch manager sought advice from the Regional Manager who was also the appointing authority of the workman. The appointing authority took a decision that as the workman has not

reported for duty, the services of the workman be treated as have been voluntarily abandoned. Accordingly this decision was communicated to the workman as the address given by him to the bank on 12-1-1976. A notice advising voluntarily abandonment of service was sent to local address which was received back undelivered. However a copy of the notice was got pasted at the residence of the workman by a clerk of the bank.

It may be mentioned that the workman without permission he left the country and was in Canada. It may also be mentioned that the workman did not present himself for duty after the period of two months was expired. The workman was also informed that his request for extension cannot be entertained and he is not entitled to receive any communication from the bank in this regard.

5. The workman filed replication reiterating the claim made in the statement of claim.

6. In the evidence the workman produced himself as WW1, the only witness. At the same time the management also examined one witness MW1 S. K. Walia, Dy. Manager, SBI, Region-1, Punjab. In the evidence both the parties filed affidavits along with documents. The workman filed his own affidavit with documents and similarly the management also filed affidavit with documents. Both the witnesses were cross-examined in detail.

7. I have heard the learned counsel for the workman Shri O. P. Batra and learned counsel for the management Shri A. K. Khunger and have gone through the evidence on record of the case.

8. During the course of arguments learned counsel for the management submitted that the reference as under :

“Whether Shri Inderjit Sud, is stopped from raising an I. D. in view of the findings of Addl. District Judge, Chandigarh, in Civil appeal No. 34 of 2-1-1991 in case titled Shri Inderjit Sud Vs. Chief General Manager, SBI and 3 others ? If not, then whether action of the management of State Bank of India, in terminating the services of Shri Inderjit Sud, w.e.f. 12-1-1976 is legal and just. If not then to what relief the workman is, entitled to and from which date ?”

is having two parts. One part relates to whether the workman is estopped from raising an I. D. in view of the findings of the civil court at Chandigarh. In this regard the learned counsel for the management submitted that he is not pressing and conceding that this Court has the jurisdiction and that workman is not estopped from raising the industrial dispute which is the present one Learned Counsel for the workman also submitted that his earlier filing civil suit will not operate as res judicata and the workman is not estopped in raising this industrial dispute. Therefore, this first part may be answered in favour of the workman as not contested by the management at bar

and holding that only this Court has the jurisdiction.

9. As regard second part, that whether the action of the management of State Bank of India in terminating the services of Inderjit Sud w.e.f. 12-1-1976 is legal and just, in this regard learned counsel for the workman Shri O. P. Batra submitted at length that by evidence and documents filed by the workman he has proved his case that his services were not terminated in accordance with the law and he was continuously sending applications for the grant of leave and the management did not reject his applications. He has also submitted that by his affidavit and evidence the workman has proved his claim and stated that he proceeded on duly sanctioned leave on 1-8-75 for two months up to 1-10-1975 which was duly sanctioned by the branch manager. Thereafter he extended his leave by sending his leave applications and these applications were never rejected and he was never informed that his services have been terminated as abandoned. Learned counsel for the workman also submitted that even otherwise punishment is harsh being a minor misconduct. He only absented from duty for some period and he also sent applications. Sub Clause A of clause 6 of the circular of bank also provides that absence without leave or overstaying sanctioned leave without sufficient ground is only a minor misconduct. He submitted that therefore, he may not be punished so severely and minor punishment can be imposed by this Hon'ble court. He submits that order of termination of services may be set aside as submitted in the statement of claim as well as in his affidavit and it is minor misconduct and minor punishment may be imposed and he may be reinstated from the date of his joining i.e. from 1-1-1979. He also submitted that the management did not prove that it is not a case of minor punishment and it is not a case of overstaying. He also refer the Service Cases Today 1999(2) 667 regarding delay but the learned counsel for management has conceded to it and admitted that there is no delay in filling the Demand Notice.

10. On the other hand the learned counsel for the management submitted in reply to the submissions of the learned counsel for the workman that notices were given to the workman on the local address as left with the management. He submitted that no prior permission was taken by the workman for leaving India and without getting the leave sanctioned as he did earlier when he proceeded on two months leave. He submitted that admittedly he applied for two months leave and he got this leave for two months sanctioned w.e.f. 1-8-75 to 30-9-75 and thereafter he remained absent without getting his leave further sanctioned. He took leave on the ground that he wanted to go to Srinagar and gave a local address. The workman admitted that he came to join his duty on 1-1-1979 i.e. from 1-10-1975 to 31-12-1978 he did not join his duty and he was not in India. On calculation it comes to long three years, three months he remained out of India and simply his plea is that he has submitted his application for the grant of leave to the bank is no ground

that his leave will be sanctioned when he is not in India. Further it is not simple overstaying, he did not come to India for three years three months and came only on 1-1-1979. It amounts to deliberate voluntary abandoning his service of bank. He knows that he is absent without sanction of leave for such a long period of 3/1-4 years from India and his service. It does not amount to overstaying. It amounts to deliberate voluntary abandoning his services as he is not willing to work. He has not shown any sound reasons of his 3/1-4 years abroad. His services were terminated on 12-1-1976 and thereafter there was no need of considering his applications. It is not an overstaying case. It is a case certainly of voluntarily abandoning service or leaving service. Therefore there is no question of imposing minor punishment on him. He was not serious for his service. Further the management has proved its case by affidavit and by workman's cross-examination, it destroyed his case totally. In cross-examination of the workman who was examined as WW1. He admitted in his cross-examination when he appeared in the witness box first time as under :

"It is correct that I filed a civil suit which was dismissed. The appeal was also dismissed. It is correct that I gave a local address to the bank for correspondence. It is correct that bank made correspondence with me on the address given by me. I can not say whether the letters sent by the bank have been received by the person who was residing at that place. It is correct that I wilfully did not join the bank duties and remained absent for a very long period. It is further correct that when I did not join duty the bank after completing the requisite formalities terminated my services".

11. When workman who examined himself as WW1 his only witness, admitted in this Court that he wilfully did not join the bank duty and remained absent for a very long time. It is further admitted that he did not join the bank after remaining absent from the service. Thereafter there remains nothing to prove by the management when the workman himself admitted the case of the management that he was correctly terminated from the service as he wilfully abandoned the duty for a long time i.e., about 39 months and this admission of the workman itself proved the case of the management. Learned counsel for the management submitted that the workman has failed to prove its case. On the other hand the management has proved in view of the evidence of workman as above and of management that action of the management of the SBI in terminating the services of Shri Inderjit Sud workman w.e.f. 12-1-1976 is legal and just as workman has himself abandoned voluntarily his services and it is not a case of overstaying hence workman is not entitled to any relief or for minor punishment.

12. In view of the above submissions of both the parties and my perusal of oral evidence of both parties and documents I found that the present reference is made

in two parts. First part is with regard to whether workman Inderjit Sud is stopped from raising an ID in view of the findings of Addl. District Judge, Chandigarh, in Civil Appeal No. 34 of 2-1-1991 in case filed Shri Inderjit Sud Vs. Chief General Manager, SBI and three others. In that regard learned counsel for the management has conceded fairly and further that as per law I am of the view that as this Court has the jurisdiction, workman Inderjit Sud is not stopped and therefore, this part of reference is answered in favour of the workman as he is not stopped and only this Court has the jurisdiction.

13. As regard 2nd part of reference whether action of the management of State Bank of India, in terminating the services of Shri Inderjit Sud, w.e.f. 12-1-1976 is legal and just, I am of the considered view that workman Inderjit Sud himself has admitted the case of management and replied on oath in his cross-examination that :—

"It is correct that I wilfully did not join the bank duties and remained absent for a very long period. It is further correct that when I did not join duty the bank after completing the requisite formalities, terminated my services."

14. When workman has admitted in Court that he wilfully did not join for a long period his duties, therefore bank after completing the formalities terminated his services, workman has himself shattered his case and helped in proving the case of the management. Learned counsel for the management submitted that it is settled law that admitted facts need not to be proved. Workman has admitted management's case.

15. I have found that workman proceeded on sanctioned leave for two months w.e.f. 1-8-75 to 30-9-75 and did not join duty thereafter till 1-1-1979 i.e. up to 39 months without getting his leave sanctioned. This long absence does not amount to overstaying. It is voluntary abandoning the services of his own mean of his evidence. He did not join his duties of his own and also left the country without permission. As his non joining up to 1-1-1979 for 39 months is not a overstaying, the plea of the workman for lenient view also not tenable. He has also not made a case that due to unseen or uncontrolled reasons, he could not join his dues for 39 months. Therefore, request of the workman for lenient view is also opposed can not be accepted.

16. Further as workman himself has admitted in evidence that he was rightly terminated by the bank and deposed in court against his own case, I hold that the management has proved that the action of the management of SBI in terminating the services of Shri Inderjit Sud w.e.f. 12-1-1976 is just and legal therefore the workman is not entitled for any relief. This part of reference is answered accordingly. Central Govt. be informed. File be consigned to record keeper.

Chandigarh RAJESH KUMAR, Presiding Officer
8-12-2004

नई दिल्ली, 21 दिसम्बर, 2004

का. आ. 192.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14.) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकारण, पटना के पंचाट [संदर्भ संख्या 30(C)/2003] को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-12-2004 को प्राप्त हुआ था।

[सं. एल.-12011/170/2003-आई. आर. (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 21st December, 2004

S.O. 192.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award [Ref. No. 30(C)/2003] of the Industrial Tribunal, Patna (Bihar) as shown in the Annexure, in the Industrial Dispute between the management of UCO Bank, and their workmen received by the Central Government on 21-12-2004.

[No. L-12011/170/2003-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER INDUSTRIAL TRIBUNAL, PATNA

Reference No. 30(C) of 2003

Management of UCO Bank, Regional Office, Maurya Lok Complex, A-Block, 4th Floor, Patna (Bihar) and their workman represented by the State Secretary, UCO Bank Employees Association, C/o. UCO Bank, Exhibition Road, Patna (Bihar).

For the Management : Mr. P.K. Chatterjee, A.C.O., UCO Bank

For the Workman : Sri B. Prasad, State Secretary, UCO Bank Employees Association, Patna.

Present : Priya Saran, Presiding Officer, Industrial Tribunal, Patna

AWARD

Patna, dated the 14th day of December, 04

By adjudication order No. L-12011/170/2003-IR-(B-II) dated 21-10-2003 the Government of India, Ministry of Labour, New Delhi has referred, under Clause(d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter to be referred to as 'the Act'), the following dispute between the management of UCO Bank, Regional Office, Maurya Lok

Complex, A-Block, Patna and their workman Shri Subodh Kumar for adjudication to this Tribunal :

(1) "Whether the plea of the management of UCO Bank that Shri Subodh Kumar was engaged intermittently as generator operator against the claim of the union that he has performed the job of a peon w.e.f. 15-11-1996 to 30-6-2002 is correct or not ? (2) Whether the action of the management of UCO Bank in terminating the services of Shri Subodh Kumar w.e.f. 30-6-2002 while the conciliation was ending before the Conciliation Officer ignoring the claim of the union to regularise him in the post of Peon for his continuous service is legal and justified ? If not, what relief Shri Subodh Kumar is entitled to ?"

2. Both the parties filed their written statement and contested the case. Worker's claim is that he was orally appointed to discharge the duties of a peon at Sarai Branch of UCO Bank with effect from 15-11-96. He carried ledgers, Token Book, Scroll Register etc. besides posting mails and stitching vouchers and currency notes, from 10 A.M. to 6 P.M. He was initially paid Rs. 25 per day and lastly Rs. 60 per day towards his wages. On some occasions, he was compelled to accept payment in different names under threats of losing his job. On manager's advise he purchased a Generator which was installed in the Bank but he himself was never engaged as its operator. When he did not see any scope of his regularisation an Industrial Dispute was raised by the Union vide letter dated 27-6-2002 in this context and the Conciliation Officer then issued notice to the management. On knowing about all above, the management terminated his services w.e.f. 30-6-2002. Neither notice nor notice pay nor retrenchment compensation was paid to him. Management's action in not regularising his services and termination is illegal and unjustified for having violated the provisions of Sec. 33 and 25F of the Act besides being unfair labour practice. Prayer has accordingly been made for reinstatement with back wages and regularisation as peon with consequential benefits.

3. Management's case, in short, is that no relationship of Master and servant ever existed between the parties, the worker was not a workman u/s. 2S of the Act, the reference is illegal and the present dispute is not an Industrial Dispute. Management's further case is that the worker is a Bank's loanee. He took three loans, first, on 9-3-99 under K.C.C. category for starting business, Second, on 13-10-2000 of Rs. 25,000 for purchasing Generator and the third, on 12-6-2001 of Rs. 12,000 for Galla Shop. He signed an agreement to install Generator Set at Sarai Branch of the Bank. He remained present in the Bank from 9.30 A.M. to 6 P.M. as he himself operated the generator. Sometimes the Bank utilised his services for Misc. Works such as bringing materials, Stationeries,

water etc. for which he was paid through vouchers from contingency as labour/Coolie charges. He never performed the work of a peon nor is entitled for the wages as claimed. Management further states that the worker was never a workman under the Act nor there was any termination nor any conciliation proceeding was pending as claimed. He was instead running business and can not be treated either as a temporary peon or casual worker. In view of facts stated above, the management has prayed to answer the reference in their favour.

4. The reference is under two parts, first, whether the worker Subodh Kumar was engaged as a Generator Operator or he performed a job of peon from 15-11-1996 to 30-6-2002 and secondly, whether the action of the management in terminating the services of the worker during the pendency of conciliation proceeding to regularise his service is legal and justified. The reference further speaks as to what reliefs the worker is entitled.

5. The principal dispute between the parties is whether the worker was a Generator Operator running his own generator in the Bank or he was engaged as a peon or casual worker to work as peon. Management has examined two witnesses namely MW1 Vijay Kumar, Asstt. Chief Officer, Regional Office, UCO Bank, Patna and MW2 Jiya Lal Pd. Dinakar, Deputy Chief Officer, Regional Office, Patna. MW1 says that in view of agreement on 12-10-89 between staff unions and the management, the casual workers were to be empanelled and absorbed. The union went before Calcutta High Court where direction was issued under concerned Writ Petition not to make any fresh recruitment unless casual workers were absorbed. The process of their regularisation is under progress in phased manner. Above referred agreement (Ext. M/9) and Hon'ble High Court's Judgement (Ext. M/11) have also been filed. I must say that above fact is not of any relevance so far the present case is concerned as the worker was allegedly engaged in the Bank w.e.f. 15-11-1996. Neither the agreement nor Hon'ble Court's judgement cover his case as he was not a party therein.

6. MW1 further states that the worker purchased the generator set against Bank's finance and supplied electrical energy to the Branch. He was never engaged as a casual worker by the management. During cross-examination, it is admitted by the witness that he never remained posted at Sarai Branch. He neither knows about the terms of reference nor he ever participated in conciliation proceeding. He exhibited letter of the then Branch Manager addressed to Labour Enforcement Officer (Central) Patna as Ext. W and papers regarding complaint by the worker as Exts. W/1 and W/2. He also admits that he has deposed on the basis of record and the worker was neither given notice nor compensation in lieu thereof.

7. MW2 simply says about three loans which were advanced to the worker by the Bank. During cross-

examination, he however admits that there is no Circular for not granting loan to a daily rated worker. He does not know whether the worker was engaged in the Bank or not.

8. The management has filed some documents as well. Ext.M is Union's letter dated 27-6-2002 to A.L.C. (C) Patna regarding dispute and seeking his intervention in the matter. Ext.M/1 is notice dated 28-6-2002 to the concerned parties in the conciliation proceeding and Ext.M/2 is failure report of the A.L.C. (Central), Patna. Ext. M/3 is worker's application for loan to purchase generator set, Ext.M/4 is undertaking to install generator and supply electricity at Sarai Branch, Ext. M/6 is agreement relating to loan, Ext. M/7 is the statement of concerned account of the worker and Ext. M/8 is worker's application for agriculture credit. The management has also filed Ext. M/10 Chief General Manager's letter dated 16-12-97 with certain directions including continuance of no further recruitment. Ext. W/12 is refusal by the Govt. to refer dispute of another man, which is not relevant for this case.

9. The worker has not disputed about different loans he took from the Bank. This fact does not concern the present dispute particularly in view of a clear statement made by MW2 that there is no Circular in the Bank to deny loan or debar a workman from taking any loan from the Bank. We can not lose sight of the fact that the worker was never in a permanent job. He was at best a casual worker and could have taken any number of loans provided the Bank did not object to the same. I therefore do not find any substance in this part of Bank's contention, nor the management has produced any evidence to show that the worker was totally engrossed in his own business. A casual worker presumably might install a generator in the Bank and run the same by some labourer.

10. As against above, the worker has examined three witnesses namely WW1 Ram Ekbal Giri, a retired Official of UCO Bank, Sarai Branch, WW2 Arun Kumar, Special Asstt., UCO Bank, Sarai Branch, and WW3 Subodh Kumar, the worker himself. WW1 and WW2 both have made specific statement that the worker was engaged as a peon in Sarai Branch and never operated the generator. WW2 says during cross-examination that the generator was operated by two boys namely Mukesh and Ratnesh.

11. WW3 has stated all what is there in his W.S. He was orally appointed on daily wage basis as a peon and worked as such in Bank's Sarai Branch from 15-11-96 to 29-6-2002. As regards generator set, he clarifies in para 5 and 6 of his deposition that as the previous owner of the generator had shifted the set elsewhere and nobody was agreeable to install the generator at a lower rate, the manager requested him to take a loan and purchase the generator set and he did

accordingly. He further mentions that the generator was though purchased in his name, he was not any way connected with its operation. He further states that he was paid through vouchers Ext.W/5 series for the work done by him in the Bank.

12. The statements of different witnesses of the worker look quite convincing and go to establish that the worker was performing all the jobs of a peon in Sarai Branch. Although a generator in his name was installed in the Bank but he remained engaged as a peon, which is well suggested and established by the consistent statement of three WW's and different vouchers in Ext.W/5 series.

13. Apart from all above, some documents which have been filed by the worker appear having much worth Ext.W is a letter under the signature of Senior Manager, Sarai Branch to the labour Enforcement Officer(C) Patna sending vouchers as desired. This letter describes the worker Sri Subodh Kumar as a daily rated worker. It is annexed with photo copies of paid vouchers, the last voucher being of 29-6-2002. Still other documents i.e. Ext.W/3 and Ext.W/6 describe the worker as a daily rated employee in the Branch. Ext.W/6 is a written report to the Officer Incharge, Sarai P.S. as regards theft in the Bank, wherein it is stated that the Branch Manager entered the Bank with the worker who has been designated as daily rated employee. Ext.W/3 is a letter of Sarai Branch to the Regional Office regarding dispute, wherein the worker has been noted as daily rated casual worker. Above three documents i.e. Exts. WW/3 and W/6 coupled with different vouchers in W/5 series stand in firm support of Worker's case that he had been working as a peon on daily wage basis.

14. The evidence discussed above both oral and documentary amply confirm worker's case and goes to establish without any doubt that the worker Subodh Kumar had performed the job of a peon w.e.f. 15-11-1996 to 29-6-2002. The evidence totally dispels management's case that he was a generator operator at any point of time. The first part of the reference is accordingly decided in worker's favour.

15. As regard Second part of the reference, the management has claimed that there was no conciliation proceeding ever. The evidence on record rather suggests otherwise. Ext.W/1 is the letter of Union dated 27-6-2002 to A.L.C. (C) Patna regarding dispute between the parties and seeking his intervention in the matter. This document has been filed by the management as well as Ext.M. The management has filed another document Ext.M/1 which is a notice dated 28-6-2002 from A.L.C. (C) Patna as regards dispute between the parties. There is an endorsement of even date to be find at the bottom, about the Branch having been advised to send details of the work performed by the worker. These two Exts. above referred clearly point out that the Union referred the dispute between the worker and the management to the

conciliation officer vide letter dated 27-6-2002, whereupon cognizance was taken by the authority concerned and notice was sent to the management, which was very well received in the office of A.G.M., UCO Bank, Regional Office, Patna and from there the Branch was instantly advised to send details of the work done. All above unfailingly indicate that a conciliation proceeding had started and notice of the same had been received by the management on 28-6-2002. The evidence on record shows that the worker was disengaged one day thereafter. It is thus well established by the evidence that the worker was disengaged or terminated from service w.e.f. 30-6-2002 during the pendency of conciliation proceeding. This aspect of the reference also goes against the management.

16. In view of discussions above, materials on the record and the findings on both the points under reference, I am of firm opinion and accordingly hold as such that the worker Subodh Kumar had been working on daily wage basis and performed the job a peon w.e.f. 15-11-1996 till 29-6-2002 and he is "workman" as defined u/s.2S of the Act. The management admittedly neither gave him any notice nor any notice pay, nor any sort of compensation preceding retrenchment. There has been thus gross violation of provisions as contained in Sec. 25F of the Act. I further find and hold as such that the worker was terminated from service after the commencement of conciliation proceeding which was pending before A.L.C.(C) Patna, which was well within the knowledge of the management. The management has thus violated the provisions of Sec. 33 of the Act as well. The termination is thus quite illegal and unjustified. The worker is quite entitled to his reinstatement with back wages at rate he was last paid and also regularisation in services as a peon with all allied benefits.

17. In the result, the management is directed to reinstate the worker Subodh Kumar in service with back wages as indicated above and absorb him in regular service as a peon from the date he joins the Bank with all benefits. The management is further directed to implement the direction aforesaid without fail within two months of notification of the Award.

18. Award accordingly.

PRIYA SARAN, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 2004

का. आ. 193.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टिस्को के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम च्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या 219/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-12-2004 को प्राप्त हुआ था।

[सं. एल-20012/311/2001-आई. आर. (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 23rd December, 2004

S.O. 193.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 219/2001) of the Central Government Industrial Tribunal/Labour Court, Dhanbad I, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of TISCO and their workman, which was received by the Central Government on 17-12-2004.

[No. L-20012/311/2001-IR(C-I)]
S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s. 10(1)(d)(2A) of the Industrial Disputes Act, 1947

Reference No. 219 of 2001

Parties : Employers in relation to the management of West Bokaro Colliery of M/s. TISCO.

AND

Their Workmen

PRESENT :

Shri S. Prasad, Presiding Officer.

APPEARANCES :

For the Employers : Shri D.K. Verma, Advocate.

For the Workman : Shri Md. Seraj Khan, Workman concerned.

State : Jharkhand. Industry : Coal.

Dated, the 9th December, 2004

AWARD

By Order No. L-20012/311/2001-I.R.(C-I) dated 24-9-2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of West Bokaro Colliery of M/s. TISCO Ltd. to dismiss Shri Md. Seraj Khan, Store Mazdoor from service is justified ? If not, to what relief is the workman concerned entitled ?”

2. By filing memorandum of settlement jointly it has been submitted on behalf of the parties that the dispute has already been settled outside the Court on the terms and conditions as contained in the body of the said

settlement and in view of such development there is no dispute in existence for being adjudicated. Prayer has been made for passing necessary order and disposal of the instant reference in terms of the said settlement arrived at between the parties.

3. In view of the aforesaid developments brought to the notice of this Tribunal nothing is left to be adjudicated on merit of the dispute.

4. Accordingly, the award is passed in terms of the settlement arrived at between the parties. The memorandum of settlement shall form part of the award.

S. PRASAD, Presiding Officer.

FORM—H

[Rules 58 of Industrial Disputes (Central) Rules 1957]

MEMORANDUM OF SETTLEMENT

For the Employers :

1. Mr. Arun Kumar,
Chief (HR/IR)
M/s. Tata Iron & Steel
Co. Ltd., West Bokaro

2. Mr. M. Das,
Manager (HR/IR),
M/s. Tata Iron & Steel,
Co. Ltd., West Bokaro

For the Workman :

1. Mr. Md. Seraj Khan,
Ex-P. No. 267616,
Ex-Store Mazdoor,
West Bokaro

SHORT RECITAL OF THE CASE

The concerned workman Shri Md. Seraj Khan, Ex-P. No. 267616, Ex-Store Mazdoor was issued with a charge sheet No. WBC/DDM(P&S)/297/AKT/99 dt. 4-9-99 under Clause 27(2) of the Standing Order i.e. dishonesty in connection with the Company's business. An enquiry into the charge sheet was conducted in accordance with the principles of natural justice and the charges levelled against the concerned workman were established. He was subsequently dismissed from Company's service with effect from 16-01-2001.

After his dismissal Sri Md. Seraj Khan raised on Industrial Dispute under Section 2A of the I.D. Act. The dispute has been referred by the Central Government to Industrial Tribunal No. I at Dhanbad for adjudication vide Notification No. L-20012/311/2001 IR (C1) dated 24-09-2001. The dispute has been registered as reference case No. 219/2001. While the dispute is pending, before the Industrial Tribunal, the concerned workman has represented to the Management through the recognized Union i.e. Rashtriya Colliery Mazdoor Sangh for an amicable, out of Court, settlement.

The dispute has been amicably settled on the following terms and conditions :

Terms of Settlement

01. That the concerned workman Shri. Md. Seraj Khan, Ex-P.No. 267616 will be re-appointed as General Mazdoor Cat-I at the initial basic rate.
02. The concerned workman Shri Md. Seraj Khan will not be entitled for back wages or any other monetary benefits for the period he was not in employment.
03. On his re-appointment, he will be placed in any Department of West Bokaro Division other than Purchase & Stores.
04. The concerned Ex-workman will be allowed to resume duty after acceptance of the settlement and passing the Award by the Hon'ble Tribunal.
05. This joint compromise petition will be filed before the Hon'ble Tribunal with a prayer to dispose of the case in terms of the above settlement.
06. With the filing of the settlement, the dispute has been amicably settled and the concerned workman will not raise any dispute in future in any forum.

For the Employers :

Sd/-

1. (Arun Kumar)
Chief (HR/IR)
M/s. Tata Iron & Steel
Co. Ltd., West Bokaro

Sd/-

2. (M. Das)
Manager (HR/IR),
M/s. Tata Iron & Steel,
Co. Ltd., West Bokaro

Witness

Sd/-

(Manoj Kumar Sinha)
Manager (HR/IR)
M/s. Tata Iron & Steel
Co. Ltd.
West Bokaro

For the Workman :

Sd/-

1. (Md. Seraj Khan)
Ex-P. No. 267616,
Ex-Store Mazdoor,
West Bokaro

Witness

Sd/-

(Mahendra Singh)
Secretary
Rastriya Colliery
Mazdoor Sangh,
West Bokaro Branch

Cc : The Secretary to the Government of India, Ministry of Labour, New Delhi.

Cc : Chief Labour Commissioner (Central), New Delhi.

Cc : Regional Labour Commissioner (Central), Dhanbad.

Cc : Asstt. Labour Commissioner (Central), Hazaribagh.

नई दिल्ली, 23 दिसम्बर, 2004

का. आ. 194.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टिस्को के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम

न्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या 160/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-12-2004 को प्राप्त हुआ था।

[सं. एल-20012/161/2001-आई. आर. (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 23rd December, 2004

S.O. 194.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 160/2001) of the Central Government Industrial Tribunal/Labour Court, Dhanbad I, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of TISCO and their workman, which was received by the Central Government on 17-12-2004.

[No. L-20012/161/2001-IR(C-1)]
S.S. GUPTA, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I,
DHANBAD**

In the matter of a reference U/s. 10(1)(d)(2A) of the Industrial Disputes Act, 1947.

Reference No. 160 of 2001

Parties : Employers in relation to the management of West Bokaro Colliery of M/s. TISCO Ltd.

AND

Their Workmen

PRESENT :

Shri S. Prasad, Presiding Officer

APPEARANCES :

For the Employers : Shri D.K. Verma, Advocate.

For the Workman : Shri Md. Ismail, Workman concerned.

State : Jharkhand.

Industry : Coal.

Dated, the 9th December, 2004.

AWARD

By Order No. L-20012/161/2001-I.R.(C-1) dated 11-7-2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of the West Bokaro Colliery of M/s. TISCO Ltd. to dismiss the service of Shri Md. Ismail is legal and justified ? If not, to what relief is the workman concerned entitled ?”

2. By filing memorandum of settlement jointly it has been submitted on behalf of the parties that the dispute has already been settled outside the Court on the terms and conditions as contained in the body of the said settlement and in view of such development there is no dispute in existence for being adjudicated. Prayer has been made for passing necessary order and disposal of the instant reference in terms of the said settlement arrived at between the parties.

3. In view of the aforesaid developments brought to the notice of this Tribunal nothing is left to be adjudicated on merit of the dispute.

4. Accordingly, the award is passed in terms of the settlement arrived at between the parties. The memorandum of settlement shall form part of the award.

S. PRASAD, Presiding Officer.

FORM—H

[Rules 58 of Industrial Disputes (Central) Rules 1957]

MEMORANDUM OF SETTLEMENT

For the Employers :

1. Mr. Arun Kumar,
Chief (HR/IR)
M/s. Tata Iron & Steel
Co. Ltd., West Bokaro
2. Mr. F. Hembrom,
Manager (HR/IR),
M/s. Tata Iron & Steel,
Co. Ltd., West Bokaro

For the Workman :

1. Md. Ismail,
Ex-P. No. 264608,
Ex-D.G. Attendant,
West Bokaro

SHORT RECITAL OF THE CASE

The concerned workman Md. Ismail, Ex.-P. No. 264608, Ex-D.G. Attendant was issued with a Chargesheet No. WBC/DM(PE)/9732/262/99 dt. 2-2-1999 under Clause No. 27(2) of the Standing Order i.e. theft of Company's property. An enquiry into the chargesheet was conducted in accordance with the Principle of Natural Justice and the charges levelled against the concerned workman were established. He was subsequently dismissed from Company's service with effect from 21-6-1999.

After his dismissal Md. Ismail raised an Industrial Dispute under Section 2A of the I.D. Act. The dispute has been referred by the Central Government to Industrial Tribunal No. 1 at Dhanbad for adjudication vide Notification No. L-20012/161/2001-IR (C-1) dt. 11-7-2001. The dispute has been registered as reference case No. 160/2001. While the dispute is pending, before the Industrial Tribunal, the concerned workman has represented to the Management through the recognized Union i.e. Rashtriya Colliery Mazdoor Sangh for an amicable, out of court, settlement.

The dispute has been amicably settled on the following terms and conditions :

TERMS OF SETTLEMENT

1. That the concerned workman Md. Ismail, Ex-P.No. 264608 will re-employed at the initial step of Category-V, as DG Attendant at West Bokaro Colliery.
2. The concerned workman Md. Ismail will not be entitled for back wages or any other monetary benefits for the period he was not in employment.
3. His conduct, thereafter, will be watched for a period of two years, and if found satisfactory, he will be considered for grant of continuity of service.
4. The concerned Ex-workman will be allowed to resume duty after acceptance of the settlement and passing the Award by the Hon'ble Tribunal.
5. This joint compromise petition will be filed before the Hon'ble Tribunal with a prayer to dispose of the case in terms of the above settlement.
6. With the filing of the settlement, the dispute has been amicably settled and the concerned workman will not raise any dispute in future in any forum.

For the Employers :

Sd/-

1. Mr. Arun Kumar
Chief (HR/IR)
M/s. Tata Iron & Steel
Co. Ltd., West Bokaro

Sd/-

1. Md. Ismail
Ex-P. No. 264608,
Ex-D.G. Attendant,
West Bokaro

Sd/-

2. Mr. F. Hembrom
Manager (HR/IR),
M/s. Tata Iron & Steel,
Co. Ltd., West Bokaro

Witness

Sd/-

- (Manoj Kumar Sinha)
Manager (HR/IR)
M/s. Tata Iron & Steel
Co. Ltd.,
West Bokaro

- (Mahendra Singh)
Secretary
Rashtriya Colliery
Mazdoor Sangh,
West Bokaro Branch

Cc : The Secretary to the Government of India, Ministry of Labour, New Delhi.

Cc : Chief Labour Commissioner (Central), New Delhi.

Cc : Regional Labour Commissioner (Central), Dhanbad.

Cc : Asstt. Labour Commissioner (Central), Hazaribagh.

आदेश

नई दिल्ली, 24 दिसम्बर, 2004

का. आ. 195.—जबकि यहाँ संलग्न अनुसूची के मामले में एफ.सी.आई. प्रबंधन और उनके कर्मकारों के संबंध में नियोक्ताओं के बीच के औद्योगिक विवाद को दिनांक 28-10-2004 के समसंध्यक

आदेश द्वारा न्यायनिर्णयन हेतु केन्द्रीय सरकार, औद्योगिक अधिकरण—सह-श्रम न्यायालय सं. 1 को भेजा गया था;

और जबकि संघ ने न्यायनिर्णयन हेतु मामले को राष्ट्रीय अधिकरण के पास भेजने के लिए सरकार को अभ्यावेदन दिया था;

और जबकि माननीय दिल्ली उच्च न्यायालय ने डब्ल्यू. पी. सं. 3809/2004 में याचिका की सुनवाई करते हुए सरकार को याचिकाकर्ताओं के अनुरोध पर विचार करने का निदेश दिया था;

और जबकि प्रबंधन ने सूचित किया कि उन्हें विवाद को राष्ट्रीय औद्योगिक अधिकरण को संदर्भित किए जाने पर कोई आपत्ति नहीं है;

और जबकि केन्द्र सरकार भी मानती है कि उक्त विवाद का न्यायनिर्णयन राष्ट्रीय अधिकरण द्वारा किया जाना चाहिए;

अतः, अब केन्द्र सरकार औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा राष्ट्रीय औद्योगिक अधिकरण की स्थापना करती है जिसका मुख्यालय कोलकाता में होगा और फिलहाल सी जी आई टी. कोलकाता के पीठासीन अधिकारी श्री एच. बनर्जी को इसका पीठासीन अधिकारी नियुक्त करती है। राष्ट्रीय अधिकरण छह माह की अवधि के भीतर अपना पंचाट देगा।

सरकार द्वारा इस मंत्रालय के दिनांक 28-10-2004 के समसंख्यक आदेश द्वारा विवाद के वर्तमान संदर्भ को केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, नई दिल्ली के संबंध में, औद्योगिक विवाद अधिनियम, 1947 की धारा 10 की उपधारा 6(क) के उपबंध लागू होंगे।

अनुसूची

“क्या विभागीय और डी पी एस हैंडलिंग श्रमिकों के कार्यघर्षों को 6½ घंटे से बदलकर 7 घंटे करने के लिए भारतीय खाद्य निगम प्रबंधन द्वारा दिनांक 4-4-2002 को जारी परिपत्र सं. 7/2002 विधिसम्मत और न्यायोचित है? यदि नहीं, तो वे किन राहतों के पात्र हैं और किस तिथि से?”

[सं. एल.-22012/11/2004-आई. आर. (सी-II)]

एन. पी. केशवन, डेस्क अधिकारी

ORDER

New Delhi, the 24th December, 2004

S.O. 195.—Whereas an industrial dispute between employers in relation to management of Food Corporation of India and their workmen in respect to the schedule hereto annexed was referred for adjudication to Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi vide order of even number dated 28-10-2004.

And whereas the union made a representation to the government for referring the matter for adjudication to National Tribunal.

And whereas the Hon'ble High Court of Delhi while hearing the petition in W.P. No. 3809/2004 has directed the government to consider the request of the petitioners.

And whereas the management intimated that they have no objection in referring the dispute to a National Industrial Tribunal.

And whereas the Central Government is also of the opinion that the said dispute should be adjudicated by a National Tribunal.

Now, therefore, the Central Government, in exercise of the powers conferred by Section 7B of the I.D. Act, 1947 (14 of 1947) read with Section 10 (1A) hereby constitutes a National Industrial Tribunal with the Head Quarters at Kolkata and appoint Sh. H. Bannerjee, presently Presiding Officer, CGIT, Kolkata as its Presiding Officer. The National Tribunal will give its award within a period of six months.

As regards the existing reference of the dispute made by the government vide this Ministry's order of even number dated 28-10-2004 to Central Government Industrial Tribunal No. 1, New Delhi, the provisions of Sub-section 6(a) of Section 10 of the I.D. Act, 1947 will apply.

SCHEDULE

“Whether the action of the management of Food Corporation of India in issuing Circular No. 7/2002 dated 4-4-2002 changing the working hours of departmental and DPS Handling workers from 6½ hours to 7 hours is legal and justified? If not, to what relief they are entitled and from which date?”

[No. L-22012/11/2004-IR(C-II)]

N.P. KESAVAN, Desk Officer

प्रम एवं रोजगार मंत्रालय

नई दिल्ली, 5 जनवरी, 2005

का. आ. 196.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 फरवरी, 2005 को उस तारीख के रूप में नियंत्रित करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उपधारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

“जिला कोल्लम के पत्तनामुरम तालुक में राजस्व ग्राम पुनाला में आने वाले क्षेत्र।”

[सं. एस.-38013/02/2005-एस.एस.-1]

के.सी. जैन, निदेशक

MINISTRY OF LABOUR & EMPLOYMENT

New Delhi, the 5th January, 2005

S.O. 196.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st February, 2005 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely :—

“The areas within the Revenue village of Punnala in Pathanapuram Taluk of Kollam District.”

[No. S-38013/02/2005-S.S.I]

K.C. JAIN, Director

नई दिल्ली, 5 जनवरी, 2005

का. आ. 197.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 फरवरी, 2005 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के

अध्याय-4 [44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उपधारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

“जिला कोट्टयम के वैकम तालुक में कोठानल्लूर क्षेत्र।”

[सं. एस.-38013/01/2005-एस.एस.-1]
के.सी. जैन, निदेशक

New Delhi, the 5th January, 2005

S.O. 197.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st February, 2005 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely :—

“Village Kothanalloor in Vaikom Taluk in Kottayam District.”

[No. S-38013/01/2005-S.S.I]
K.C. JAIN, Director